

**SALE DEED**

THIS DEED OF ABSOLUTE SALE is made on this the \_\_\_\_ day of \_\_\_\_\_ of the Christian Era.

**BETWEEN**

**ASHOK GAUR** (UID- XXXX XXXX 3929) son of Ved Narayan Gaur, grandson of Shiv Bhairav Prasad Gaur, by Faith- Hindu, by Caste- General, Excluded from CNT Act 1908, by Occupation- Business, resident of House No. 191, A/7, Harihar Singh Road, P.O. RIMS, P.S. Bariyatu, District- Ranchi, Jharkhand through Development Agreement through its executor **M/S SABA DEVELOPER** (PAN- ADWFS5877N) a partnership firm through its partner **SAGIR ANSARI** (UID- XXXX XXXX 1689) son of Rahim Ansari, grandson of Doman Miya, by Faith- Islam, by Occupation- Business, resident of Partand Baragain, P.S. Sadar, District- Ranchi, Jharkhand (hereinafter called the **VENDOR/LAND OWNER**) of the **ONE PART**.

**AND**

\_\_\_\_\_ (UID- \_\_\_\_\_, PAN- \_\_\_\_\_) son of \_\_\_\_\_, grandson of \_\_\_\_\_, by Caste- General, Excluded from CNT Act 1908, by Faith- \_\_\_\_\_, by Occupation- \_\_\_\_\_, R/o- \_\_\_\_\_, P.S. \_\_\_\_\_, District- \_\_\_\_\_ hereinafter called the "**PURCHASER**" of the **SECOND PART**.

**AND**

**M/S SABA DEVELOPER** (PAN- ADWFS5877N) a partnership firm through its partner **SAGIR ANSARI** (UID- XXXX XXXX 1689) son of Rahim Ansari, grandson of Doman Miya, by Faith- Islam, by Occupation- Business, resident of Partand Baragain, P.S. Sadar, District- Ranchi, Jharkhand, hereinafter called the **BUILDER/CONFIRMING PARTY** of the **THIRD PART**;

The terms and expression **VENDOR**, **PURCHASER** and **BUILDER/CONFIRMING PARTY** wherever used in these presents, unless excluded by or repugnant to the subject or context shall always mean and include their respective legal heirs, successors-in-interest, legal representatives, executors, administrators and assigns.

WHEREAS the **VENDOR** is absolute owners seized peaceful possession and having well and sufficient right, title and interest over landed property covered under R.S. Plot No. 1122, Khata No. 46, Area

**SABA DEVELOPER**

*M/S SABA DEVELOPER*

**Partner**

9.90 Decimals situated at Village- Morabadi, Thana No. 192, corresponding to Holding No. 0040008201000A2, Ward No. 4, P.S. Bariyatu, District- Ranchi free from all sort of encumbrances, morefully and particularly described in the schedule below.

AND WHEREA Khata No. 46, R.S. Plot No. 1122 recorded in the name of Dhuku Munda and Birsa Munda in Revisional Survey Records of Right, who jointly sold to Dahru Munda by virtue of registered Deed of Sale dated 24.05.1941.

AND WHEREAS Dahru Munda has surrender the same to the Jamindar Babu Harihar Singh by way of registered Deed dated 24.05.1941.

AND WHEREAS the said Jamindar Harihar Singh settled the land with Kamini Kant Pattedar by virtue of registered deed, later on the said land put in public auction on 28<sup>th</sup> April 1964 and Smt. Manorama Devi has been declared the purchaser and certificate of sale of the land has been ordered by the Learned Special Sub Judge Ranchi vide Execution Case No. 59/1962 by ordered dated 27.06.1964 and came in peaceful possession over the same.

AND WHEREAS the said Manorama Devi has sold the scheduled land to Jitendra Nath Gaur son of Late C.N. Gaur by virtue of registered Deed of Sale vide Deed No. 11982/1971 dated 26.10.1971 and after purchase came in peaceful possession over the same and has got his name mutated and paying rents and taxes to the State Govt.

AND WHEREAS the said Jitendra Nath Gaur has relinquished and released all right, title of scheduled and other property in favour of his brother Ashok Gaur son of Sri V.N. Gaur by executing registered deed dated 17.03.1978 and accordingly came in peaceful possession and got his name mutated and paying rent and taxes regularly to the State Govt.

That the Developer shall develop and construct multi-storied Residential Building namely "DIVYKRITI" in the land of First Schedule strictly as per plan sanction by the Ranchi Municipal Corporation, Ranchi and the Developer shall abide by the rules, regulations, bye-laws of R.M.C. Ranchi and all the obligations under the law shall be completed by the developer in this regard.

AND WHEREAS the Saba Developers constructs multistoried building consists of 12 numbers of Flats spread from G+1<sup>st</sup> Floor to 4<sup>th</sup>

Floor with car parking space on the ground of the demised land with all common facilities and amenities known as "DIVYKRITI" according to the map duly sanctioned by the RMC, Ranchi vide **B.C. CASE NO. RMC/BP/0723/W03/2022 dated 27.08.2022.**

AND WHEREAS the VENDOR/LANDOWNER executed Development Agreement in favour of the Builder, which is registered as Document No. \_\_\_\_\_, entered in Book \_\_\_\_, Volume No. \_\_\_\_, Pages \_\_\_\_ to \_\_\_\_\_, dated \_\_\_\_\_ in the office of District Sub Registrar Urban-3, Ranchi, wherein the Flats of the VENDOR/LAND OWNER as Owner's Allocation and the flats of Builder as Builder's Allocation has been separated.

WHEREAS the Purchaser is desirous to purchase one Flat out of Builder's Allocation being Flat No. \_\_\_\_ having a floor area \_\_\_\_\_ Sq.Ft. Carpet Area i.e. \_\_\_\_\_ Sq.Ft. of super built-up on the \_\_\_\_ Floor with a car parking space in the Ground of the demised land, morefully described in the Second Schedule.

WHEREAS prior to making the application aforesaid, the Purchaser has inspected/verified documents of the title of the said property and also seen the approved plan sanctioned by R.M.C. having satisfied himself/herself about the same and has agreed to purchase on ownership basis the above Flat with one car parking space in "DIVYKRITI" described in the Second Schedule hereto and herein after for the sake or brevity collectively referred to as the sort floor space including all internal partition walls, all outer walls, 50% of the walls common with the adjacent floor space together with common easements and rights in common parts, the common amenities and common conveniences relating thereto on terms and conditions herein after appearing.

AND WHEREAS in pursuance of flat buyer's agreement executed among the Vendor, Purchaser and Builder/Confirming Party the Vendor at the request of Purchaser with the builder/confirming party agreed to sell the scheduled flat (out of Builder's Allocation) and the purchaser agreed to purchase and the Builder/Confirming Party agreed to confirm for a total consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)** one Flat being **Flat No. \_\_\_\_\_** at \_\_\_\_\_ **Floor**, comprising a floor space containing super built-up area \_\_\_\_\_ Sq.Ft. alongwith one car parking space in "DIVYKRITI" including with all internal partition walls, all outer walls 50% of all walls in common

SABA DEVELOPER

MA 8/11/18  
Partner

adjacent floor and with all rights and benefits to respect of all common part and common amenities and common convenience with all easement rights, all rights relating thereto more fully described in Schedule- B together with undivided proportionate \_\_\_\_\_ decimal share in land mentioned in Schedule- A on which the building is constructed and also shown in RED WASH in the map annexed hereto.

AND WHEREAS the full consideration amount **Rs.** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_ **only**). Paid by the purchaser to the Builder and Builder acknowledge the receipt of the amount whereof and put the Purchaser is vacant possession of **Flat No.** \_\_\_\_\_ at \_\_\_\_\_ **Floor**, alongwith one car parking space in the Building namely "**DIVYKRITI**" morefully and particularly described in the schedule below.

AND WHEREAS the Purchaser has after taking possession of the premises/flat as described in the Schedule- B below, satisfied herself that the building and Flat has been constructed according to the plan/map duly sanctioned by the Ranchi Municipal Corporation, Ranchi and also constructed according to the specifications as mentioned in the agreement executed by and between Purchaser, Vendor and the Builder/Confirming Party.

AND WHEREAS the PURCHASER has also examined the title of the Vendor to the said property and has seen the original documents of the title and is satisfied of the Vendor's title over the said property is free from all encumbrances and liabilities and except the Vendor no other person has the right, title, interest and claim in the land/premises containing the building thereon.

**NOW THIS DEED OF SALE WITNESSETH as under :-**

1. That in pursuance of the agreement and in consideration of payment of **Rs.** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_ **only**). Paid by the PURCHASER to the BUILDER/CONFIRMING PARTY, which said sum the Builder does hereby acknowledge and admit to have received in full from the PURCHASER, the VENDOR do hereby safe, transfer, grant and assign absolutely and forever a residential **Flat No.** \_\_\_\_\_ at \_\_\_\_\_ **Floor**, measuring an area \_\_\_\_\_ Sq.Ft. super built-up area along with one car parking space in "**DIVYKRITI**", all common facilities and amenities alongwith \_\_\_\_\_ decimal of proportionate share in land and constructed over 38 Decimals covered under under R.S. Plot No. 1122, Khata No. 46, Area 9.90 Decimals situated at Village-Morabadi, Thana No. 192, corresponding to Holding No. 0040008201000A2, Ward No. 4, P.S. Bariyatu, District- Ranchi more fully and particularly given in the schedule hereunder delineated in RED

SABA DEVELOPER  
M/S. SABA DEVELOPERS  
Partner

WASH in the map annexed together with all the rights, titles, liberties, privileges, appurtenance whatsoever thereto and all the right, title, interest, property claim, demand or lien whatsoever, of the **VENDOR** into and upon the said property is hereby transferred, sold, conveyed and assigned in favour of the **PURCHASER, TO HAVE AND HOLD** the same as absolute owner thereof.

2. That the **VENDOR** declare that the property hereby sold, granted, conveyed, assigned and transferred in favour of the **PURCHASER**, is absolutely free from all encumbrances, trust, lien whatsoever and the **VENDOR** has not done anything earlier whereby the said property may be found charged or encumbered with any person and/or authority.
3. That the **PURCHASER** who is already in possession of the property hereby sold, shall continue to remain in possession as absolute owner thereof, without any let, hindrance, interruption, claim or demand by or from the **VENDOR** or any person claiming through or under them.
4. That the **PURCHASER** along with other Flat owners in the said complex, form Flat Owner's Association and/or if such Association is formed by the **VENDOR** and the Flat owners for proper maintenance of the Building and the facilities thereon like- Electricity, Water Supply, Removal of garbage, periodical repair etc. in consultation with each other and frame their own rules and regulations for smooth running/working functioning of the said Association.
5. That the **PURCHASER** agrees to abide by the rules and regulations of such Association and agrees to pay and/or discharge all demands, contributions and dues with the said Association.
6. That it is also agreed between the parties that Association so formed, will look after the maintenance of the building known as "**DIVYKRITI**", its common area, common water pump, electricity, Generator, parking Security and Cleanliness etc.
7. That the **PURCHASER** undivided proportionate share on the demised land, more fully described in the below, shall remain jointly for all the times with the **VENDOR** and/or other co-owners who may hereto before, have acquired right, title, interest in the land or any flat, car space in the aforesaid multistoried building, is hereby declared that the interest of the land is importable.
8. That the **VENDOR** convent with the **PURCHASER** that they have indefeasible title and exclusive right to grant, convey, assign, sale and transfer absolutely forever and the **VENDOR** has not dealt with the same in any manner previously nor they have entered into any agreement of sale of the property in favour of any other person.

SABA DEVELOPER  
N. S. S. S. S. S.  
Partner

9. That the **VENDOR** covenant with the **PURCHASER** that he shall have the liberty to use the premises according to his own choice, convenience as absolute owner thereof without any let or hindrance, interruption, claim or demand by or from the **VENDOR** or any person/persons claiming through or under them.
10. That the **VENDOR** has put the **PURCHASER** in actual physical possession over the flat transferred under this deed of sale.
11. That the **PURCHASER** shall hereafter be entitled to use and occupy the said premises as his own shall be entitled to use and occupy the same in any manner he likes.
12. That the **PURCHASER** shall also be entitled to put antenna on the top floor of building and shall also be entitled to regular supply of water and electricity for the flat purchased by him.
13. That the **VENDOR** further covenant with the **PURCHASER** that the **VENDOR** shall indemnify the **PURCHASER** against all losses and damages, claims, demand and liabilities whatsoever if any, which the **PURCHASER** may sustain, pay incur or be put to any reason of any defect in title of the **VENDOR** for any person claiming through or under the **VENDOR** in equity or in law or in case of any encumbrances is discovered.
14. That the **PURCHASER** shall be entitled to transfer the property either by way of sale, lease or otherwise to any person, mortgage in any financial institution.
15. That now the **PURCHAER** shall be entitled to get his name mutated in respect of his purchased premises in the office of the Circle Office, Sahar Anchal, Ranchi as well as in the Ranchi Municipal Corporation and shall pay the rent and taxes thereof in his own name.
16. That the **VENDOR** undertake that they shall at all reasonable times on the request and at cost of the **PURCHASER**, do or cause to be done and execute all such lawful acts, deeds assurance, matters and things which may be reasonably required for putting the **PURCHASER** in possession and assuring the title of the **PURCHASERS** and to give true meaning and interest of this present.

**SCHEDULE – A**  
**PARTICULARS OF THE LAND**

All that piece and parcel of R.S. Plot No. 1122, Khata No. 46, Area 9.90 Decimals situated at Village- Morabadi, Thana No. 192, corresponding to

SABA DEVELOPER

Wd (SABA) /

Partner

Holding No. 0040008201000A2, Ward No. 4, P.S. Bariyatu, District-Ranchi bounded and butted as :

NORTH : Plot No. 1122/A  
SOUTH : Harihar Singh Road  
EAST : Plot No. 1122/A  
WEST : Plot No. 1122/A

**SCHEDULE- B**  
**PARTICULARS OF THE FLAT SOLD**

All that piece and parcel of Flat No. \_\_\_\_\_ at \_\_\_\_\_ Floor alongwith one car parking space in "DIVYKRITI", having super built-up area \_\_\_\_\_ sq.ft. with \_\_\_\_\_ Decimals undivided proportionate share of land being R.S. Plot No. 1122, Khata No. 46, Area 9.90 Decimals situated at Village- Morabadi, Thana No. 192, corresponding to Holding No. 0040008201000A2, Ward No. 4, P.S. Bariyatu, District-Ranchi 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** -

**DETAILS OF CONSTRUCTION**

1. Whether the building is kacha or pucca? : Pucca
2. If it is pucca then whether it is Khapraposh Having conventional or convential R.C.C. roof : R.C.C. Roof.
3. Number of floors : G+1<sup>st</sup> Floor to 4<sup>th</sup> Floor
4. Area of Flat No. \_\_\_\_\_ of the building sq.ft. : \_\_\_\_\_ Sq.Ft.
5. Year of construction : **2023-2026**
6. Statement regarding quality of Electrical and other fittings of the building : General fittings
7. The area where the building is situated its Use residential/commercial or Industrial : Residential/Commercial

CASA DEVELOPER

*Na 8816/11/2023*  
Partner

8. Whether the building in question was For own use let out on rent? If let out on Rent what was annual rent of the same? : N.A.

9. For the purpose of registration fee and Stamp duty as per Govt. value is as under

Value of Flat No. \_\_\_\_\_ (\_\_\_\_\_ sq.ft.) @ \_\_\_\_\_/- : Rs. \_\_\_\_\_/-

Value of Land (\_\_\_\_\_ Dec.) @ \_\_\_\_\_/- : \_\_\_\_\_ Rs.

\_\_\_\_\_/-

**Total** \_\_\_\_\_ **Rs.**

\_\_\_\_\_/-

Government Value is Rs. \_\_\_\_\_/- and consideration amount is Rs. \_\_\_\_\_/-.

**MEMO OF CONSIDERATION**

Bank	Cheque/D.D.	Amount

**CERTIFICATE**

**THIS IS TO CERTIFY** that the land which is subject matter of these presents and mentioned in the schedules is not the Govt. land. The same was neither acquired by the Government for civil or military purpose nor it is Bhoodan land, the land is outside from forest area limit and it does not belong to C.C.L. B.C.C.L. or E.C.L.

**IT IS FURTHER CERTIFIED** that the land does not belong to Adivasi Khata, nor connected with any member of Scheduled Tribe/Schedule Caste/ Backward Community and this land is free from ceiling. It is not the land of any Temple, Math, Church or Mosque. It is also not the Khas Mahal, Khuntkatti, Sarna, Masna, Hargarhi, Fodder Scam, Land Scam, and it is also certified that the said land has not been mortgaged with any institution.

**IN WITNESS WHEREOF** the VENDOR thought the attorney and PURCHASER have set and subscribed their respective hands and seal on the day, month and year above written after fully understanding the contents of these presents.

SABA DEVELOPER  
 N=8211-151/-  
 Partner

**WITNESSES :**

1.

**VENDOR**  
(Through his executor)

2.

**Builder/Confirming Party**

**PURCHASER**

Thumb	Index	Middle	Ring	Little

Certified that the finger prints of the five fingers of the left hand of each persons, whose photograph are affixed in the sale deed have been taken before me.

Typed By : Md. Shahbaz

Drafted by

SABA DEVELOPER  
N/S 8017-1517  
Partner

9. That the **VENDOR** covenant with the **PURCHASER** that he shall have the liberty to use the premises according to his own choice, convenience as absolute owner thereof without any let or hindrance, interruption, claim or demand by or from the **VENDOR** or any person/persons claiming through or under them.
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16. That the **VENDOR** undertake that they shall at all reasonable times on the request and at cost of the **PURCHASER**, do or cause to be done and execute all such lawful acts, deeds assurance, matters and things which may be reasonably required for putting the **PURCHASER** in possession

SABA DEVELOPER

№ 8017 H/111

Partner

Holding No. 0040008201000A2, Ward No. 4, P.S. Bariyatu, District-Ranchi bounded and butted as :

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5. Year of construction : **2023-2026**
6. Statement regarding quality of Electrical and other fittings of the building : General fittings
7. The area where the building is situated its Use residential/commercial or Industrial : Residential/Commercial

GABA DEVELOPER  
M. S. SINGH  
Partner

8. Whether the building in question was For own use let out on rent? If let out on Rent what was annual rent of the same? : N.A.

9. For the purpose of registration fee and Stamp duty as per Govt. value is as under  
 Value of Flat No. \_\_\_\_\_ (\_\_\_\_\_ sq.ft.) @ \_\_\_\_\_/- : Rs. \_\_\_\_\_/-  
 Value of Land (\_\_\_\_\_ Dec.) @ \_\_\_\_\_/- : \_\_\_\_\_ Rs.  
 \_\_\_\_\_/-  
**Total** \_\_\_\_\_ **Rs.**

\_\_\_\_\_/-  
 Government Value is Rs. \_\_\_\_\_/- and consideration amount is Rs. \_\_\_\_\_/-.

**MEMO OF CONSIDERATION**

Bank	Cheque/D.D.	Amount

**CERTIFICATE**

**THIS IS TO CERTIFY** that the land which is subject matter of these presents and mentioned in the schedules is not the Govt. land. The same was neither acquired by the Government for civil or military purpose nor it is Bhoodan land, the land is outside from forest area limit and it does not belong to C.C.L. B.C.C.L. or E.C.L.

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**IN WITNESS WHEREOF** the VENDOR thought the attorney and PURCHASER have set and subscribed their respective hands and seal on the day, month and year above written after fully understanding the contents of these presents.

CADA DEVELOPER  
 Ms. Smita Mishra  
 Partner

**WITNESSES :**

1.

**VENDOR**  
(Through his executor)

2.

**Builder/Confirming Party**

**PURCHASER**

Thumb	Index	Middle	Ring	Little

Certified that the finger prints of the five fingers of the left hand of each persons, whose photograph are affixed in the sale deed have been taken before me.

Typed By : Md. Shahbaz

Drafted by

SABA DEVELOPER  
M/S H/S  
Partner