

DEED OF SALE

THIS DEED OF CONVEYANCE AND ABSOLULUTE SALE is made on this the ____ day of 20....

BY AND BETWEEN

Harshwardhan Enterprises , a Proprietorship firm, having its registered office situated M/11 Bariatu Housing Colony,Ranchi, Jharkhand-834009, and having its corporate office at M/11 Bariatu Housing Colony,Ranchi, Jharkhand-834009, represented through its Proprietor Mr. Sisir Kumar Das son of Late Chakradhar Das and grandson of Late Dharnidhar Das, by faith & religion Hindu, by caste General [Not belongs to SC, ST & BC mentioned in provision of CNT Act' 1908 under section 46(6)], by occupation Business, resident of M/11 Bariatu Housing Colony, Ranchi, Jharkhand-834009, an Indian Citizen, duly authorized by Board Resolution dated 10th October 2020; hereinafter called 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

(1) RAKESH SAHAY, son of Sri Sachidanand Sahay, Grandson of Late Gobind Sahay, by caste General (Not covered under CNT Act 1908), by faith Hindu, by occupation Service, resident of Rani Bagan Bariatu, P.S. Bariatu District Ranchi, State Jharkhand & **(2) Smt. KIRAN DAS**, wife of Sri Sisir Kumar Das, Daughter of Late Nityanand Lal Das, Grand Daughter of Late Surya Narayan Lal Das, by caste General (Not covered under CNT Act 1908), by faith Hindu, by occupation Business, resident of M/11, Bariatu Housing colony behind Premsons Motor, Bariatu, P.S. Bariatu, District Ranchi, State of Jharkhand (hereinafter referred to as the OWNERS, which expression shall, unless repugnant to the context or excluded by these presents, mean and include their respective heirs, legal representatives, executors, administrators, successors and assigns) of the **FIRST PART**.

For Harshwardhan Enterprises

Proprietor

AND-INFAVOUR OF

_____ w/o of 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 Proprietor _____ the afore said vendor purchased.....Decimals of land in Khata Number **34** Plot number **854 sub plot nr. 854/14** Mouza **Bariatu P.S.193** District **Ranchi** from the rightful owner vide the sale deed dated **28.11.2022** Registered as document number **8289/7420** and sale deed dated **28.11.2022**

ANDWHEREAS after such purchase _____ mutated its name in the land lord she rest at the state of Jharkhand in Thoka No._(Vide Mutation Case No. _____(_____)_____).

A. ANDWHEREAS while thus in peaceful possession of the schedule A property _____ constructed a multi- storied residential complex over the said land more fully described in the schedule A below on this deed which is commonly Known as RENUKA RESIDENCY as per approved plan of **Ranchi Municipal Corporation ,Ranchi** vide approval No. **RMC/BP/0266/W09/2023** dated **18.08.2023**.

ANDWHEREAS the purchaser approached the vendor and expressed her/his intension to buy a flat 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.

For Harshwardhan Enterprises

Proprietor

AND WHEREAS 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 Flat No. _____ in the _____ Floor morefully and clearly described in the schedule below for the reasonable and highest consideration of Rs. _____ /-only.

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS: -

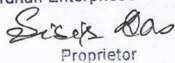
That inconsideration of total sum of Rs. _____ /-only which has been paid by the purchaser to the vendor (the receipt of which sum is hereby acknowledges and admitted by the vendor) the vendor as owner do hereby grant, sell, conveys, transfer and assigns to the purchaser free from all encumbrances what so ever the property described in the schedule with fixtures and all rights, easements and 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 Flat No. In _____ the _____ Floor and have full right to transfer the same un to 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.

For Harshwardhan Enterprises


Proprietor

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 up keep 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 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 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 good sin common parts.

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

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

For Harshwardhan Enterprises

Proprietor

Not to claim any right in any other part of the building save as may be necessary for ingress and 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, Ranchi**, 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 or any nature whatsoever to such construction or any portion thereof.

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 FLAT the common parts and land.

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

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

For Harshwardhan Enterprises

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That after the possession of the flat is given to the allotted purchaser if any alteration / addition / relating to the said project and thereafter required to be carried out at the instance of the Govt. Corporation or any other statutory authority the same shall be carried out by the purchaser individually of her/his own cost as the case may be the vendor of the building shall not be responsible for the same.

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

That unit shall mean any one flat with joint ownership of all common spaces and undivided proportionate share in land and walls also include the parking space if the same been purchased by the buyer whenever the flat of any of these appearing the agreement it will be governed by schedule here undermentioned specifications.

The purchaser have right to use the common passage, roof, 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 flat to anyone to their choice as absolute owner .

That the Developer shall take completion certificate from **Ranchi Municipal Corporation, Ranchi** before handing the possession to the schedule B Flat 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.

For Harshwardhan Enterprises

Proprietor

SCHEDULE A

All that piece and parcel of Rayati land situated in Mouza **Bargai, Bariatu PS193** Khata Number **34** Plot number **854 sub plot nr. 854/14** Mouza **Bariatu** Area **more or less 10 katthas** of land only.

Butted and Bounded as under

North:- Sub Plot Nr. 15

South:- Sub Plot Nr. 13

East:- Sub Plot Nr. 10

West:- 20' wide common road

SCHEDULE B

(Description of the Property hereby Conveyed)

Out of the aforesaid A Schedule Flat No. in the Floor Measuring super built up Area _____ sqft. & 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 _____ sqft Share in schedule A .

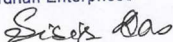
Butted and bounded as under

North:-

South:-

East:-

West:-

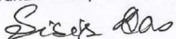
For Harshwardhan Enterprises

Proprietor

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. Guard Room
12. 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.

For Harshwardhan Enterprises


Proprietor

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 unit space full rights and liberty to other co-purchaser/occupiers to use the common portions of the said building for the purpose of redecorating and repairing the irrespective unit.

2. The right subjacent and lateral support or supports or shelter and protection from the pillars of the building and from the site and roof thereon.

3. The free and uninterrupted passage and running of water gas and electricity iron and to the units Cover drains, water cables pipes and wire to the said complex either exiting to or 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 watercourses 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 altering of the building the said unit or any part of the complex adjacent or lateral support shelter or protection of the unit.

SCHEDULE-'E'

(Proportionate share of expenses agreed to be shared by the purchaser)

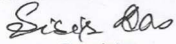
1. The expenses of maintaining and repairing, redecorating renewing at the main structures and in particular the gutters, rain water pipes of the buildings, the gas and water pipes, drains electric cable wires and other means of communication in under upon the said building to be constructed and serving more then one flat, 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 so enjoyed or used by the said purchaser in common with other unit holders and with occupiers as aforesaid and of keeping open portion etc. and to other parts of the said building in good condition and repairs.
3. The cost of decorating the exterior of the building.
4. All rates, taxes and outgoing payable in respect of the said building and of the same and / or any portions 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 by the owner in respect of the said building or any portion thereof for shortage of refuse of the owners and occupiers of the said flat and repair and renewing the dustbin or reused bin if provided at the said building.

For Harshwardhan Enterprises

Proprietor

6. All other expenses, if any incurred by the owners for the maintenance and proper convenient and running of the said building.
7. Cost of installation and maintenance of the fire safety devices would be responsibility of the Flat /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 Flat/ unit Owner and not of builder.
9. Cost of all the amounts becoming payable by way of premium unearned increase to the Government **Ranchi Municipal Corporation, Ranchi** 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 any 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 vendor sand the purchasers satisfied with the contents of this sale Deed.

For Harshwardhan Enterprises


Proprietor

SCHEDULE F

(Memo of Consideration)

Cheque/RTGS/DD/Cash	Amount	Dated

WITNESSESS

1.

2.

Photograph of Purchaser

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Little	Ring	Middle	Index	Thumb

1	Whether Kucha or Pucca	Pucca
2	If Pucca whether tiled or reinforce& Concrete	Reinforced Concrete& Concrete Bricks
3	Number of Stories	Ground+4
4	Total Number of flats in the apartment	
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(flat)carpet Area	Sq.ft
8	Area of Building(Flat)super Built up	Sq.ft
9	Whether the building construction is used A residential/commercial/or industrial	Residential
10	10.(i) If on rent the amount of annual rent (ii) Built up area of flat (iii) Proportionate share of undivided Area of land and percentage of undivided interest	N/A
11	Cost of flat (super Built up Area)	Rs. /-
12	Cos to proportionate undivided share of ___Decimals	Rs /-
13	Cost of reserved car parking of 100Sft.	Rs. /-
14	Annual rent of proportionate Undivided share of land	Rs. /-
15	Them as attached with the schedule Shall be part of this sale deed	Yes
16	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 /vendors and their properties does not comes under any reserved class under the C.N.T. act	Free from all encumbrances

For Harshwardhan Enterprises

Suresh Das
Proprietor

Certified 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**

Note: - Additional norms can be added to the above literature during the time of Sale Deed.

For Harshwardhan Enterprises
Suresh Das
Proprietor