

SALE DEED

This DEED OF ABSOLUTE SALE made on this ---- Day of ----- of the Year ----.

Name and Address of the VENDORS

1. Shri Rajendra Prasad Singh S/O Late Damodar Prasad having Aadhar no. xxxx xxxx 3603 permanent resident of Village Keshopur, P.S. Ekangarsarai, District Nalanda (Bihar), at present residing at Korrah, Hazaribagh **2. Shri Arvind Kumar Sinha** S/O Late Damodar Prasad having Aadhar xxxx xxxx 2504 permanent resident of Village Keshopur, P.S. Ekangarsarai, District Nalanda (Bihar), at present residing at Jhalpo, Jhumri Tilaiyya, Koderma **3. Shri Sanjay Kumar** S/O Shri Rajendra Prasad Singh having Aadhar no. xxxx xxxx 0700, permanent resident of Village Kela Bigaha, P.S. Ekangarsarai, District Nalanda (Bihar) and at present residing at Korrah, Hazaribagh **4. Shri Akhileswar Kumar** having Aadhar no. xxxx xxxx 0920 **5. Shri Arvind Kumar** having Aadhar No. xxxx xxxx 1966 **6. Shri Prabhat Kumar** having Aadhar No. xxxx xxxx 1177 all three S/O Late Laldeo Prasad and permanent residents of Village Murgaoon P.S. Hulasganj District Jehanabad (Bihar) at present residing at Korrah, Hazaribagh **7. Shri Pankaj Kumar** S/O Late Sita Ram Prasad having Aadhar No. xxxx xxxx 2894 permanent resident of Village Dhamauli Dih, P.O. Harnaut, District Nalanda (Bihar), at present residing at Matwari, Hazaribagh all above are in OBC category (Not covered from C.N.T act 1908) herein referred to as **LANDOWNER** through Mr. PRANAY KUMAR one of the partners of M/S Shambhavi Developers having PAN- ACXFS8024M and Aadhar No. xxxx xxxx 3680, S/O Sri Surendra Prasad Sinha, by Occupation Business, Resident of Flat No. 700, "Brijnandan Residency", Matwari, Hazaribagh-825301 by Power of Attorney registered at Hazaribagh which is indexed in Book No. -- Volume No. -- Page No. -- to -- Deed No. --- dated -----, called the **VENDOR** which expression unless repugnant to the context shall mean and include their heirs, executors, administrators, assigns and successors in interest of ONE PART.

NAME AND ADDRESS OF THE VENDEE

Shri ----- Son of ----- permanent resident of -----, P.S. -----, District ----- by occupation ----- having PAN- xxxxxxxxx and Aadhar No. xxxx xxxx xxxx, is in general category (not covered from C.N.T.act 1908) hereinafter called the **VENDEE** which expression unless repugnant to the context shall mean and include his heirs, executors, administrators, assigns and successors in interest of OTHER PART.

SHAMBHAVI DEVELOPERS
Pranay Kumar
PARTNER

NATURE OF DOCUMENT: Deed of Absolute Sale

RECITALS

AND Whereas the LANDOWNER covenant that the aforesaid property is in their exclusive possession with absolute right, title and interest and the same is free from all encumbrances, debts, liens, charges and attachments and is in marketable condition and having themselves good right, full power and absolute authority and title to transfer the whole and part of the said property more fully described in Schedule A of this deed.

Shri Rajendra Prasad Singh purchased a piece of land at Mauza Cantonment, Thana no. 157, Khata no. 146, Plot no. 138 area measuring 7 decimals and Khata no. 158, Plot no. 139 area measuring 5 decimals from Smt. Laxmi Devi vide deed no. 6907 dated 31-05-1982 and his name is entered on page no. 132 volume IV in Register II.

Rajendra Prasad Singh and Arvind Kumar Sinha purchased a piece of land at Mauza Cantonment, Thana no. 157, Khata no. 85, Plot no. 140 area measuring 4 decimals from Abdul Miyan vide deed no. 10324 dated 28-08-1989 and mutated the same in their name vide mutation case no. 167/1990-91 and their names are entered in Register II on page no. 51 Vol VI.

Shri Sanjay Kumar purchased a piece of land at Mauza Cantonment, Thana no. 157, Khata no. 119, Plot no. 184 area measuring 4 decimals from Smt. Usha Prajapati vide deed no. 7467 dated 22-07-2013 and his name is entered in Register II on page no. 14 volume XIX.

Shri Akhileswar Kumar, Shri Arvind Kumar and Shri Prabhat Kumar inherited a piece of land from her mother Smt. Draupadi Devi vide succession mutation case no. 8195/2021 dated 20-06-2022 and their names are entered in Register II on page no. 91 Volume XXIV. Smt. Draupadi Devi purchased this piece of land at Mauza Cantonment, Thana no. 157, Khata No. 146, Plot no. 138 area measuring 9.5 decimals and Khata no. 158, Plot no. 139 area measuring 6.5 decimals from Smt. Laxmi Devi vide deed no. 6908 dated 01-06-1982.

Shri Pankaj Kumar inherited a piece of land at Mauza Cantonment, Thana no. 157, Khata no. 146, Plot no. 138 area measuring 2 decimals and Khata no. 158, plot no. 139, area measuring 3 decimals from his father Shri Sitaram Prasad and his name is entered in Register II on page no. 185 volume XIX. Shri Sitaram Prasad purchased this piece of land from Shri Sunil S. Antony vide deed no. 10535 dated 10-07-2001.

SHABHANI DEVELOPERS
Pranay Kumar PARTNER

And whereas the LANDOWNER of the land is desirous of developing the said property by constructing Multi-Storied Residential Cum Commercial Building.

And Whereas the Landowners are seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of 41 decimals land in their possession which he has given to M/S Shambhavi Developers (GST No. 20ACXFS8024M1ZK) for development and construction of Multi Storied Building known as "SHRINIDHI ENCLAVE" (RERA Registration No. JHARERA/PROJECT/---/---) as per plan approved by Hazaribagh Nagar Nigam vide case no. HMC/BP//065/W10/2023 dated 23-09-2023.

AND Whereas M/S Shambhavi Developers, a Partnership Firm constructed the said building on terms and conditions mentioned in the Development Agreement between Landowner and M/S Shambhavi Developers vide deed no. 2024/HAZ/452/BK1/438 dated 18-01-2024.

AND Whereas M/S Shambhavi Developers entered into an Agreement on --- Day of -
-----20-- to sell a Flat No. --- in on --- floor, having Super Built up area of --- sq ft along with --- decimal undivided proportionate of land and one reserved car parking space with Mr./Mrs.----- S/W/O Mr. ----- having PAN -----, a resident of -----
-----.

NOW THIS DEED OF CONVEYANCE WITNESSTH AS FOLLOWS: -

1. That in pursuance of the said Agreement for sale, a sum of ₹-----/- (₹-----
----- Only) excluding GST is already paid to the Developer by the Vendee and which the Developer do hereby acknowledge & confirm as full & final consideration amount. The Developer do hereby sell, convey, transfer and absolute assign to the said Vendee being nominee of original allottee of the Flat no. ---, free from all encumbrances, charges, liens, claims and demands, Flat No. --- on --- Floor along with a Car Parking space and undivided proportionate share in land together with all easements, benefits, advantages thereto belonging or in any way appertaining and known and known and reputed to belong and appertain thereto and also together with unfettered right to use of Road, Passage, Common amenities, Stairs in and around the compound of the building TO HAVE AND TO HOLD the same UNTO AND TO use of the Vendee absolutely forever. However, ₹-----/- (₹-----) only has been considered as value of the flat for the purpose of registration stamp.

2. That the Vendors do hereby covenant with the Vendee that notwithstanding any act, deed, matter or thing hereto before done, committed or performed or knowingly suffered by the Vendors or any of their predecessors in title of ancestors of the land owner of all material times and still has absolute right perfect title and indefeasible authority to grant, convey, sell, assign and assure the Flat no. ---- on --- Floor Measuring Super Built-Up ---- Sq.ft. along with undivided proportionate share in land measuring Area ---- decimal and a car parking space in "SHRINIDHI ENCLAVE" and every part thereof as mentioned in schedule "B" to the Vendee and that the same is free from all encumbrances, trust, impendence, tenancy, charges, mortgage, attachment, lien, claim. and demand of whatsoever nature.
3. That the Owners do hereby further covenant with Vendee that the Vendee shall hold, possess and beneficially enjoy the same and every part thereof and may get her name mutated in the record of the Circle Officer, Sadar Anchal, Hazaribagh, as well as in the Hazaribagh Municipal Corporation and wherever necessary and express.
4. That the Vendors do hereby still further covenant with the Vendee that the later shall be served harmless and kept indemnified from and against all losses, damages cost or expenses which may substance by reason of any defect of title or possession or charges or any encumbrances or any claim made by any person whosoever to the said property or any part thereof.
5. That Vendors agree with the Vendee that at the cost of the Vendee they shall execute and perform all such further acts, deeds, things and matters that may be reasonably necessary for more perfectly and fully assuring and securing the Vendee's title and possession over the said Flat and every part thereof.
6. That Vendors do hereby deliver the Vendee all relevant documents relating to the title and possession of the schedule Flat, a car parking space and undivided share in the land.
7. That accordingly the Vendee shall have the right to peacefully and quietly possess and enjoy the schedule flat by him or through tenants or assigns or relations without any claim, permission or demand or obstruction or hindrance whatsoever either from the Vendors or any person claiming from or under their or from Developer.

8. That the Vendee hereby agrees with the Vendors that after taking possession of the schedule Flat the Vendee will abide by the rules and regulations of Government Authority, Society formed by the Flat owners, and the terms and conditions mentioned in this deed and also be liable to pay all the relevant taxes, service tax, fees, proportionate land revenue for the proportionate undivided share in the land mentioned here above and in respect of the Flat as fixed by the Government, local body and Society constituted by the Flat Owners from the date of execution and registration of this sale deed.
9. That the Vendors covenant with Vendee that aforesaid Flat shall be used and occupied by the Vendee or his/her successors, legal representatives and/or legal heirs, notwithstanding anything contained herein. The Vendee shall have full and absolute right to use said Flat by himself/herself or his/her family members, through his tenant, Successors, assigns and also, he/she will have right to sell, mortgage or transfer the same to any bank, financial institution, Government body or appropriate person. On the other hand, the Vendee shall be liable to bear proportionate share or responsibility or liability arising occurring in pursuance of or in connection with the common facilities and amenities in the said apartment.
10. That it further agreed that the Vendee shall be liable for the electricity consumption in respect of the schedule Flat and for this purpose a separate meter will be installed for recording the electric consumption.
11. That the Vendee shall share proportionate responsibility as also the facility for the common amenities collectively with other Vendees of the Flats in the said apartment.
12. That the Vendee shall not permit to make any structural alteration or addition in said flat.
13. That the Vendee shall not do or offer anything to be done in the said flat and/or in the said Apartment which may cause nuisance, annoyance or inconvenience to other occupiers of the said apartment or the adjacent neighbors, nor shall use the said flat for any illegal or immoral purpose.
14. That the Vendee shall have the right to use the common passage, staircase in the said apartment and/or common amenities and/or facilities with the other occupiers of the said apartment.

15. That the Vendee's undivided proportionate share in the said land shall remain joint for all times with the owners and all other co-owners who may thereafter or here before having acquired right, title and interest in the land and in the Flat in the said apartment is being hereby declared that the interest in the said land is importable.
16. That the Vendee shall have the right to enter into and upon the other parts of the apartment for the purpose of repairing, cleaning maintaining or renewing any such drains, water courses, cable as aforesaid and or laying down new sewers, drains water courses, cable and wires with as little disturbance as possible and making good the damage caused.
17. That the Vendee shall have the right / ownership over the proportionate share on land of the entire compound of the said multistoried building i.e., in case of natural calamity or its aging effect that the Vendee shall have the right / ownership over the proportionate share on land of the entire compound of the said multistoried building.
18. That the Vendee along with other Flat owners shall form a Flat Owner Association for the proper maintenance of the Apartment.

SCHEDULE- A OF THE PROPERTY

All that piece and parcel of property situated in Mauza Cantonment under Nagar Nigam Ward No. 12 New P.S./Anchal Sadar, Thana No. 157, District Hazaribagh, under Khata No. 158 Plot No. 139 Area 14.50 decimal, under Khata no.85, Plot No. 140, Area 4 decimal, under Khata no. 119, Plot no. 184, Area 4 decimal, and under Khata no. 146, Plot no. 138, area 18.5 decimal; Total Area 41 decimal which is butted and bounded as

North : Road
South : Portion of Plot nos. 140 & 184
East : Portion of Plot nos. 185 & 184
West : Portion of Plot nos. 138 & 139

SCHEDULE- B OF THE PROPERTY SOLD TO THE VENDEE

All that piece and parcel of residential Flat no. --- on --- floor measuring Super Built-Up Area of ---- Sq.ft together with ---- decimal of undivided proportionate share of land and a Car Parking Space in the building namely SHRINIDHI ENCLAVE situated at Mauza

Cantonment, under Nagar Nigam Ward No. 12, P.S.-Sadar, Thana No. 157, P.O. & District-Hazaribagh, State Jharkhand, Holding No. -----

AND whereas, proportionate undivided share of -----decimal of land has been sold by registration from Khata No. --, Plot No. --- which is butted and bounded as

North : -----
South : -----
East : -----
West : -----

SHAMBHAVI DEVELOPERS
Ranay Kumar
PARTNER

PARTICULARS OF THE FLAT

1. Whether Kachcha or Pacca : Pucca
2. Type of the building : R.C.C. framed structure
3. Number of Stories : Ground+6
4. Year of Construction : 20--
5. Brief description and nature of Sanitary, electrical and other fittings in case of the building and their equipment. : As per standard Specifications
6. Super built-up area of the Flat : ---- Square feet
7. Carpet Area of the Flat : ---- square feet
8. Whether the building is used as residential, commercial or industrial : Residential
9. If on rent, the amount of rent : N.A.
10. Undivided Proportionate share of land : ---- decimal
11. Cost of Flat : ₹ -----/-
12. Cost of undivided proportionate share of land : ₹ -----/-
13. Cost of Lift, D.G. Set, Painting, Misc. Work and all other taxes levied by Govt. such as service tax, GST etc. to be borne by the Vendee : As applicable
14. Car Parking : ₹ -----/-
Total : ₹ -----/-
15. Annual Rent : -- Paise
16. The map attached with this Sale-Deed shall be part of this Sale-Deed
17. Certified that the land is not of C.C.L., Forest, Tribal, Gairmajurwa ceiling and any other Government Land. The property does not come under the purview of Section 46-1B of CNT Act.

SHAMBHAVI DEVELOPERS

Priyanshu Kumar
PARTNER

IN WITNESS WHEREOF, THE VENDOR

Has executed this deed of Absolute Sale by putting his signatures on this day the ----- Day of ---- 20-- in presence of witness, who have attested the same.

Witness: -

VENDOR

1.

2.

Photograph and Fingerprint of Vendee

Drafted by

Certified that the fingerprints of the left hand of the person, whose photograph is affixed in the document has been obtained before me.

Typed by: -

SHAMBHAVI DEVELOPERS

Poanay Kumar
PARTNER