

**DEED OF SALE**

This Deed of Absolute Conveyance is made on     /     /2021 at Ranchi.

**BETWEEN**

**SIDDHARTHA MAISON (PAN –AEEFS1976H)** , THROUGH ITS PARTNER (1) SUDESH KUMAR MAHTO S/O SHRI SHYAM SUNDER MAHTO (2) UPENDRA SINGH @ CHIKKU SOLE SIGNATORY S/O SRI SHAMBHU PRASAD SINGH HAVING ITS OFFICE AT GROUND FLOOR, SARAT KANYA HEIGHTS, NAVIN MITRA LANE BURDWAN COMPOUND, LALPUR, RANCHI PIN 834001, JHARKHAND HEREINAFTER REFERRED TO AS THE “**BUILDER/DEVELOPER**”.( WHICH EXPRESSION SHALL UNLESS EXCLUDED BY OR THERE BE SOMETHING REPUGNANT TO THE SUBJECT OR CONTEXT BE DEEMED TO MEAN AND INCLUDE ITS SUCCESSORS AND/OR SUCCESSORS IN OFFICE AND/OR INTEREST) OF THE **FIRST PART**

**AND**

..... (D.O.B. ....) son of ....., grandson of ..... & (, both by Caste - ....., by faith - ....., by occupation - ....., resident of - ....., Flat No. ...., P.S. - ....., District - ....., State - ....., Indian Citizen, hereinafter referred to as the PURCHASERS (which term and 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 SECOND PART.

**(1) Aadhar No. ...., PAN-....., Mob. ....**

**(2) Aadhar No. ...., PAN-....., Mob. ....**

WHEREAS VENDOR is the absolute owner and in possession over the Flat No. .... in ..... Floor of measuring carpet area ..... sq.ft. & super built up area ..... sq.ft. of multistoried residential-cum-commercial building namely **SIDDHARTHA MAISON** in .....**Block-** .... with undivided proportionate share of land ..... sq.ft. constructed over all that piece and parcel of 1.78 ACRE of land appertaining to R.S. Plot No. 593/594, , under Khata No. 247, situated at Mouza - Pundag, Thana No. 228, P.S - Jagarnathpur, District-Ranchi which is more fully described in Schedule below and the same has been acquired by **land owner No. 1 SHRI BINOD KUMAR 2. SHRI PRAMOD KUMAR 3. SURENDRA KUMAR 4. RAJESH KUMAR all four son of Late Bhagirathi Mahto & 5. GAGAN KUMAR SAHU 6. SUDHIR KUMAR 7. SATISH KUMAR all Three son of Late Prakash Kumar @Prakash kumar Sahu .** is absolute owner of land measuring an area 1.78 ACRE of land appertaining to R.S. Plot No. 593 & 594 , under Khata No. 247, Mutation No.

1893/R27/2019-20. situated at Mouza - Pundag, Thana No. 228, P.S - Jagarnathpur, District-Ranchi, ( Jharkhand )

, Registered Development Agreement dated **23.11.2021** which was registered at District Sub-Registrar, Ranchi and entered in Book No.BK1, Volume No. 1097, Page No. 1to152, Deed No. **9097/8174** for the year 2021.

AND WHEREAS aforesaid land is recorded in R.S. Khatian in the name of Late Mahadev Teli.

AND WHEREAS all that piece and parcel of 1.78 ACRE of land appertaining to R.S. Plot No. 593/594, under Khata No. 247, situated at Mouza - Pundag, Thana No. 228, P.S - Jagarnathpur, District-Ranchi, (Jharkhand).

AND WHEREAS the LANDOWNERS covenant with the BUILDER/DEVELOPER 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 good marketable condition and the LANDOWNERS have good title right, full power and absolute authority and are entitled to transfer the whole or part of the said property more fully described in SCHEDULE A below.

AND WHEREAS the LANDOWNERS entered into a Registered Development Agreement on 23.11.2021 which was registered at District Sub-Registrar, Ranchi and entered in Book No. BK1, Volume No. 1097, Page No. 1 TO 152 , Deed No. 9097/8174 for the year 2021 with Builder/Promoter Siddhartha Maison to develop the property as is where is basis more fully described in the SCHEDULE A below i. e. to construct a MULTISTORIED RESIDENTIAL-CUM-COMMERCIAL BUILDING COMPLEX to be known as “**SIDDHARTHA MAISON**” in two Blocks- ..... as described below on the land hereby allotted to the BUILDER/DEVELOPER described more fully in the SCHEDULE-A below.

AND WHEREAS the BUILDER/DEVELOPER as a construction company being the nature of its business or profession approached the LANDOWNERS to grant exclusive right to develop the property more fully described in the SCHEDULE A by constructing at the BUILDER/DEVELOPER’S own cost a multistoried building complex in accordance with the plan sanctioned by the **R.M.C (RANCHI MUNICIPAL CORPORATION AUTHORITY)** vide **B.C. Case No. RMC/GH/0128/W36/2021** and other concerned or competent authorities. This Project registered through RERA vide Registration No. ....

AND WHEREAS in pursuance of the said Registered Development Agreement dated : 23.11.2021, Flat No. ...., Having carpet area .....sq.ft. & Super built up area ..... **sq.ft.** approximately more described in Schedule “B” on the ..... Floor

with one car parking (this Flat came in the share of DEVELOPER) with undivided proportionate share of land ..... sq.ft. and right to use all common space, common roof and amenities of multistoried building called “SIDDHARTHA MAISON” constructed over the Schedule “A”.

AND WHEREAS DEVELOPER/VENDOR has agreed to sale and entered into an agreement for sale dated ....., at a total agreed consideration amount of **Rs. ..../- (Rupees .....only)** excluding GST which PURCHASER /VENDEE has agreed to purchase at the aforementioned price and the PURCHASER /VENDEE has paid the entire consideration amount in several installments to DEVELOPER/VENDOR.

AND WHEREAS It has become necessary to execute Registration of this DEED of absolute sale by the VENDOR/DEVELOPER in favour of VENDEE/PURCHASER.

AND WHEREAS, at the request of the PURCHASER the VENDOR have agreed to transfer the premises in Schedule ‘B’ in the manner hereinafter appearing.

NOW THEREFORE THIS DEED OF SALE WITNESSETH as follows:-

1. That the PURCHASER has already paid the said consideration amount to the Vendor which said sum the Vendor does hereby acknowledge having received in full and the Vendor does hereby sell, convey and transfer and absolutely assign to the said PURCHASER free from all encumbrances, charges, liens, claims and demands whatsoever standing on the portion of Schedule-A land having permanent heritable and transferable right and referred to hereunder the Schedule Flat also shown in RED WASH in the map attached herewith forming part of this deed of the said apartment along with all benefits and advantages including rights, liberties, easements, privileges whatsoever to the said Flats or any part thereof belonging to or in any way appertaining for or with the same or any part thereof shall held, use occupy or enjoy or reputed to belong or be appurtenant thereto and the right to use and enjoy common facilities such as passage, staircase, roof, lobby compound to and from an adjacent to or in the way of the said schedule shop as also the rents, in use and profits thereof and all the estate, right, title, interest, inheritance, use trust and demand whatsoever, both at law and in equity of the Vendor into or upon the said Schedule Flat or every part thereof to have and to hold the said Schedule Flat and every part thereof UNTO AND TO the said Schedule Flat and very part thereof UNTO AND TO the use of the PURCHASER forever and absolutely.
2. That the Vendor does hereby covenant with the PURCHASER that notwithstanding any act, deed, matter or thing hereto before done, committed or performed or knowingly suffered by the Vendor at all material times had and still have absolute right, perfect title and indefeasible authority to grant, convey, sell

and assign the undivided proportionate share in land and Flat in “**SIDDHARTHA MAISON**” and every part thereof to the PURCHASER and that the same is free from all encumbrances, charges, mortgages, lien, claim, and demand of whatsoever nature.

3. That the Vendor does hereby further covenants with the PURCHASER that they shall hold, possess and beneficiary enjoy the same and every part thereof and may get his/her name mutated in the records of the Circle Officer, Nagri Anchal, Ranchi and whatsoever else that may be felt necessary and expedient.
4. That the Vendor does hereby deliver to the PURCHASER all evidence and writing relating to the possession and custody of the Schedule Flat, undivided share in the land hereby conveyed and the Vendor and/or any person claiming under him do hereby covenant with the PURCHASER that the Vendor have lawfully seized and possessed the Schedule Flat free from all encumbrances and they have absolute authority to the Schedule Flat in the manner aforesaid.
5. That the PURCHASER after taking possession of the Schedule Flat shall be liable to abide by the rules and regulations of the Government, Authority, Committee constituted by the Flat owners, if any, and the terms and conditions mentioned in this deed and shall also be liable to pay all relevant taxes, fees, payment, proportionate land revenue for the proportionate undivided share in the land mentioned hereinabove and in respect of the Flat as fixed by the Government from the date of execution and registration of the sale deed in respect of the Flat.
6. That the PURCHASER shall be entitled to get his/her name mutated in the Office of the Nagri Anchal, Ranchi and shall pay rent and taxes in their own name.
7. That the said Flat shall be used and occupied by the PURCHASER, successors, assigns, transferees, legal representatives and/or legal heirs, notwithstanding anything contained herein the PURCHASER shall have full and absolute right to use the said Flats by the PURCHASER, or family members or through tenant, successors, assigns only for residential purpose and not for any other purpose.
8. That the PURCHASER shall be liable to bear proportionate share of responsibility or liability arising or occurring in pursuance of/or in connection with the common facilities and amenities in the said apartment.
9. That the PURCHASER shall be liable for the electricity consumption in respect of the Schedule Flat and for such purpose a separate meter has been installed for recording such consumption.

10. That the PURCHASER will share proportionate responsibility as also the liability for the common facilities and amenities collectively with the other PURCHASER of the other Flat in the said building.
11. That the PURCHASER shall not do or suffer anything to be done in the said Flat and/or in the said apartment which may cause a nuisance, annoyance or inconvenience to the other occupiers of the said apartment or the adjacent neighbors nor shall use the said Flat for any immoral/illegal purpose.
12. That the PURCHASER shall have to use the common passage, staircase, parts in the said apartment and/or common amenities and/or facilities with other remaining occupiers of the said apartment.
13. That the Vendor does hereby further covenant that the aforesaid consideration amount for the said Schedule Flat is inclusive of the consideration money for the individual undivided proportionate share in the said land upon which the said Flat is standing.
14. That the PURCHASER's undivided proportionate share in the said land retained shall remain joint for all times with the Vendor and/or other co-owners, occupiers who may hereafter or herebefore have acquired right, title and interest in the said undivided proportionate share of land is impartible.
15. That the PURCHASER shall have full propriety right as the Vendor derived, save/except that of demolishing or committing waste in respect of the land and the building described in the Schedule hereunder in any manner so to affect the other co-owners who prior to this conveyance have purchased and acquired or may hereafter purchase or acquire similar Proprietary rights as covered by this conveyance.
16. That the PURCHASER shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed.
17. That not to throw dirt, garbage, rags or other refuse or permit the same to be thrown on the roof, stack gutters, rain water pipes, drains, landings, staircase, soil pipes, main entrance, passage, parking space or such other portion of the apartment which is generally used or enjoyed by the PURCHASER in common with the owners or occupiers of the other Flat. That exterior portion of the Flat shall not be decorated otherwise than in the manner agreed to by a majority/jointly of the Flat owners.

18. That the PURCHASER has the right to enter into and upon other parts of the apartment for the purpose of repairing, cleaning, maintaining or renewing any such drains, water courses, cables or aforesaid and/or laying down any new sewers, drains, water courses, cables and wires with a little disturbances as possible and making good damage caused and the PURCHASER has all the right to use all common facilities and amenities of the said Apartment.
19. That the PURCHASER has also examined the common areas, and the common parts and the facilities, amenities, fixtures, and fittings provided in the said building (mentioned in Schedule B) including the said portion and has fully satisfied himself with regard thereto and the nature, scope and extent of the benefits, rights and interests provided to the PURCHASER and shall not make any claim or demand whatsoever against the VENDOR or put any requisition concerning the nature, scope, purchased area and extent thereof.
20. That the PURCHASER shall be liable to proportionate share or responsibility or liability arising or occurring pursuance of or in connection with the common facilities and amenities in the said building such a expenses or maintaining, repairing (a) main structure and in particular the stacks gutters and rain water pipes of the Apartment (b) water pipes, drains, electric cables and wires, laying under and upon the Apartment and enjoyed or used by the PURCHASER, occupiers, owners in common with the owners/PURCHASER of the other flats (c) main entrance, passage, landing and staircase of the Apartment (d) clear and reasonable lighted the passage, landings, staircase and other part of the apartment so enjoyed or used by the PURCHASER in common as aforesaid and as far as practicable keep the forecourt, way and other parts of the Apartment in good condition (f) water pumps, use of the lifting water (g) a separate common meter has been installed for recording common electric consumption for water pump for purpose of recording consumption of staircase lighting.

#### **SCHEDULE-A (LAND DETAILS)**

All that piece and parcel of **1.78 ACRE** of land appertaining to R.S. Plot No. 593/594, under Khata No. **247**, under Ward No. **36**, situated at Mouza - **Pundag**, Thana No. **228**, P.S - **Jagarnathpur**, District-Ranchi, (Jharkhand) which is butted and bounded as follows :-

On the NORTH : .....  
 On the SOUTH : .....  
 On the EAST : .....  
 On the WEST : .....

**SCHEDULE (B) (Premises being sold)**

Flat No. .... on ..... Floor, Having carpet area ..... sq.ft. & Super Built up area ..... sq.ft. and undivided proportionate share of land ..... sq.ft. i.e. .... Decimal with a car parking “SIDDHARTHA MAISON” Block- .....a multistoried building constructed in the Schedule - A above and constructed as per plan approved by R.M.C., Ranchi butted and bounded as follows :-

**Boundary of Flat**

**NORTH** : .....  
**SOUTH** : .....  
**EAST** : .....  
**WEST** : .....

**Particulars being furnished in case of building:**

(I)	Whether Kutchha or Pucca	:	Pucca
(II)	If Pucca, whether tiled or reinforced concrete	:	Reinforced Concrete
(III)	Number of Stories	:	B+LG+G+6 , BLOCK-A B+G+13 & BLOCK- B B+G+13
(IV)	Super Built up area of flat	:	..... sq.ft.
(V)	The year of construction	:	2021-2026
(VI)	A brief description of nature of sanitary, electrical & other fittings in the building and their quality	:	Standard
(VII)	Area where the building is constructed and its use residential.	:	Residential
(VIII)	If on rent, its annual rent	:	Not Rented
(IX)	I. Value of Flat ..... sq.ft.	:	Rs. ..../-
	II. Value of undivided proportionate share of land ... sq.ft. i.e. .... Dec.	:	Rs. ..../-
	<b>Total</b>	:	<b>Rs. ..../-</b>

**Note** : Sale and purchase between both the parties done on Carpet area i.e. Rs. ..../- only but according to Govt. valuation stamp duty and registration fee paid on Super built up area i.e. Rs. ..../- only.

**MEMO OF CONSIDERATION**

<b><u>Sl.</u></b>	<b><u>Particular</u></b>	<b><u>Date</u></b>	<b><u>Amount</u></b>
1.	Ch.No. ....	.....	...../-

2.	Ch.No. ....	.....	...../-
3.	Ch.No. ....	.....	...../-
4.			<u>...../-</u>
			...../-
		( - ) GST	<u>...../-</u>
		Total	...../-

**CERTIFICATE**

CERTIFIED that the land in schedule according to entries in records of right neither Govt. land nor has been acquired by the Govt. for Defence or Civil Purposes. The land in schedule has not been given on Bhudan and is outside the Forest Area and does not belong to B.C.C.L or E.C.L.

THIS IS FURTHER CERTIFIED that the land is not a tribal land according to Khatian nor connected with any tribal. It is not in ceiling and it does not belong to Math, Temple, Church or Mosque.

IN WITNESS WHEREOF the VENDOR and PURCHASER have put their respective signatures of these presents at Ranchi on the date, month and year first above written.

**WITNESSES**

**VENDOR**

1.

2.