

**DEED OF SALE**

**THIS DEED OF ABSOLUTE SALE** is made on this the \_\_\_\_ day of November, 2024 (Two thousand Twenty four) **BY & BETWEEN** : (1) **Sri Ramlagan Singh (Aadhaar No.xxxx xxxx 9380 & PAN : DFZPS1393D)**, S/o Mahesh Singh, by category General, by occupation Business, resident of Bansdih, Saran, Bihar, (2) **Sri Om Prakash Srivastav (Aadhaar No.xxxx xxxx 2950 & PAN : AIMPS8851K)**, S/o Vijay Shankar Lal, by category General, by occupation Business, resident of Qtr. No.A/289, Bhuli Nagar, A Block, P.O. Bhuli, Dharjori, District Dhanbad, Jharkhand, (3) **Sri Sunil Kumar (Aadhaar No.xxxx xxxx 7107 & PAN :xxxxx6106Q)**, S/o Late Nawal Kishore Prasad, by category General, by occupation Business, resident of Near High School, B Block, Qtr. No.179, Bhuli, District Dhanbad, Jharkhand (4) **Sri Rajesh Kumar (Aadhaar No.xxxx xxxx 0459 & PAN : AKIPK6605P)**, S/o Ramuchit Prasad, by category General, by occupation Business, resident of Qtr. No.C Block-250, Near Devi Mandir, Bhuli C Block, Dharjori, District Dhanbad, Jharkhand, hereinafter jointly called and referred as the **VENDORS/LAND OWNERS** : (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, successor, administrators, legal representatives and assigns) of the **FIRST PART** : (Indian Citizen).

SHIV SHAKTI CONSTRUCTION

Rajesh Kumar  
PARTNER

**AND IN FAVOUR OF**

\_\_\_\_\_ son of \_\_\_\_\_), by faith Hindu, by category \_\_\_\_\_, by occupation \_\_\_\_\_, resident of \_\_\_\_\_, hereinafter called and referred to as the PURCHASERS : (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, successor, administrators, legal representatives and assigns) of the OTHER PART :

WHEREAS the land which is morefully described in the schedule 'A' below under Old Survey Settlement Plot No.102 & 103, New Plot No.123, appertaining to Old Khata No.29, New Khata No.220, area 9.69 kathas of land, of Mouza Baromuri, Mouza No.3, under P.S. Dhanbad, chowki sadar sub registry office Dhanbad, Distt.- Dhanbad purchased vide registered sale deed being No.- 2798 dated 05.05.2022 from Smt.Prasun Singh, in favour of own name of the vendors/owners, registered at Dhanbad sub registry office and then vendors are in peaceful and undisturbed possession thereof and mutated their name vide Online mutation case No.3145/R27 2022-23 and paying rent for the same under receipt No.0533316180 and recorded in register II, vide Volume No.8 and Page No.19 in the name of Ramlagan Singh, Om Prakash Srivastav, Sunil Kumar and Rajesh Kumar (owners' own name), and

WHEREAS the land owners became absolute and exclusive owners of the land described in the schedule below of exercising diverse acts of ownership and possession within the knowledge to the authorities and the people of the locality and are recognized raiyat at owners for the said land, and

WHEREAS the Vendor/land owner have planned and developed a multi storied residential complex over the said land and they have jointly formed a company SHIV SHAKTI CONSTRUCTION, and the said company constructed a multistoried residential building, which is commonly and popularly known as 'Shivam Apartment' (referred to as the "said Complex") on the said plot morefully described in the Schedule-"A" as per the building plans approved by the Authority (DMC) Dhanbad its Plan No.DMC/BP/0282/W20/2023 dated 23.09.2023, and

WHEREAS the PURCHASER above named approached the VENDORS/LAND OWNERS and expressed their desire to purchase a Flat on the \_\_\_\_\_ (BG-4) it is by DMC nomenclature, being **Flat No. \_\_\_\_\_** and measuring an area \_\_\_\_\_ **Sq.ft.** of Super built up area in the aforesaid "SHIVAM APARTMENT" more fully described in the schedule 'B' hereto on the ownership basis, and

WHEREAS in course and as a result of negotiation between the parties hereto, the VENDOR/LAND OWNERS hereto agreed to sell and the purchaser hereto agreed to purchase the said **Flat No. \_\_\_\_\_**, on the \_\_\_\_\_ **floor (BG-4)** it is by DMC nomenclature, morefully described in the schedule 'B' hereto after proper inspection of these said unit and after being fully satisfied with the quality of the construction thereof and the title of the VENDOR/LAND OWNERS hereto for the reasonable and highest offered consideration of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_) only on the terms and conditions mutually agreed between them Car parking space in basement, Lift, Generator, Transformer and electrometer, MCB, Cable and including GST.

**NOW, THEREFORE THIS DEED OF SALE WITNESSETH AS FOLLOWS :**

1. That in consideration of the total sum of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_) only paid by the purchasers to the VENDOR/LAND OWNERS (the receipt of which sum is hereby admitted and acknowledged by the VENDOR/LAND OWNERS), as per detail appearing in schedule 'C' hereto and in consideration of the terms and conditions herein contained, the VENDOR/LAND OWNERS absolutely and indefeasible grant, sell, convey, transfer as assign their entire right, title, interest and possession to in and over in **Flat No. \_\_\_\_\_** at \_\_\_\_\_ **floor (BG-4)** it is by DMC nomenclature, of "SHIVAM APARTMENT" a residential complex, which is morefully described in the schedule 'B' Apartment being constructed on the Schedule 'A' property hereto together with utility right in common area details described in Schedule 'D' also all claims demands, easements and other incidental rights belonging or appertaining thereto morefully described in the schedule 'E' hereto the Purchasers TO HAVE AND TO HOLD the same for all times to come free from all encumbrances subject to the terms and conditions hereinafter appearing.

2. That the VENDORS duly confirmed and deliver possession of Schedule 'B' property Apartment to the PURCHASER by placing PURCHASER in possession of the Schedule 'A' property.
3. That the VENDORS/LAND OWNERS hereby covenant with the PURCHASER that the VENDORS/LAND OWNERS are the owner of the schedule 'A' land and the floor area sold herein and the same is in no manner encumbrances by way of mortgage etc. and the PURCHASER has inspected all the documents regarding the title of the property and have fully satisfied himself/herself/themselves about the title of the DEVELOPER/VENDORS and quality of construction /size and being fully satisfied with the same has therefore purchased the same.
4. That the VENDORS/LAND OWNERS hereby further covenant with the PURCHASER that the VENDORS/LAND OWNERS shall pay the annual ground rent now or in future becoming payable up-to-date and shall keep the purchaser fully indemnified harmless and free from and all against any attachment or legal proceeding in respect thereof and that the PURCHASER shall be liable to pay proportionate ground rent, Municipal Tax etc. in respect of the Schedule 'B' property hereby sold which become payable as from the day onwards.
5. That, PURCHASER has full right to sell, let out, transfer the scheduled property conveyed by this deed.

THE VENDORS COVENANT WITH THE PURCHASERS AS FOLLOWS :

6. That the PURCHASER herein shall be entitled to hold, possess and enjoy the Schedule 'B' property, being entitled to the rights and subjected to the obligations specified herein below.
7. That the VENDORS herein are the sole and absolute owner of the property hereby conveyed and they have the power to convey the undivided share hereby conveyed and that there is no impediment/s for this sale under any law/s, order/s, decree/s and/or contract/s.
8. That the title of the VENDORS herein to the property hereby conveyed are good, marketable and subsisting and the Property hereby conveyed is not subject to any encumbrance/s, lien/s, mortgage/s, minor claim/s, attachment/s, court/s and/or acquisition proceeding/s and/or charge/s of any kind.

9. That the VENDORS herein have delivered a set of photocopies of the documents of title to the PURCHASER herein, as what is conveyed is only an undivided share.
10. That the VENDORS herein will do and execute all act/s, deed/s, and/or thing/s as may be required by the PURCHASER herein and at the cost of the PURCHASER herein, for more fully and perfectly assuring the title of the PURCHASERS herein to the property hereby conveyed.
11. That the VENDORS shall keep the PURCHASER fully indemnified and harmless against any action/s and/or proceeding/s, loss/es, or liability/ies, cost/s and/or claim/s that may arise against the PURCHASER herein or the property hereby conveyed, by reason of any defect in or want of title on the part of the VENDORS herein.
12. That while conveying any share in the Schedule 'A' property to others, the VENDORS shall not confer on such Transferee/s, any right/s which is/are reserved for or conferred on the PURCHASER herein, nor shall omit or exclude in the case of such other transferee/s, any obligation/s which is/are required to be performed or shared by the PURCHASER herein, as below.
13. The VENDORS/LAND OWNERS shall put the PURCHASER in possession of the Schedule 'B' Apartment.
14. That the PURCHASER in the consideration of the use and enjoyment of the common part of the said complex of Schedule 'A' land has undertaken :
  - i) Not to throw any rubbish or store any article or combustible goods in common parts save to such extent and at such place or places if any as may be specifically permitted by the Vendor in writing.
  - ii) Not to carry on any obnoxious, noisy, offensive, illegal or immoral activities in the said portion or any other portion of the said complex, common parts.
  - iii) Not to cause any nuisance or annoyance to the co-purchasers and / or occupants, of other portions of the complex.

- iv) Not to use or allow to be used the said unit for the purpose other than for quiet and decent residential purposes for which sold.
- v) Not to decorate or paint or otherwise alter the exterior of the said portion or common parts of the complex in any manner save in accordance with the general Schedule thereof as is or may be specified by the Developer.
- vi) Not to do anything whereby the other co-purchaser are obstructed in or prevented from enjoying quietly and exclusively of their respective units and jointly of the common parts.
- vii) Not to claim any right in any part of the complex save as may be necessary, for ingress and egress of men, material, 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/allotted.
- viii) Not to obstruct in any manner the vendors or other person permitted by the vendor and/or developer in raising further stories or making other constructions or transferring any right in or on the land or building or other units of the said complex or parking space. Not to store or bring heavy articles or hang heavy articles "which may injure or damage any structures and/ flooring or stairs or portions of the said complex.
- ix) Not to display or affirm any neon-sign, or sign board, on any other wall of the building or the unit or the common parts save to affixation of the name plate containing the name of purchaser at the "place specified from time to time by the Developer.
- x) Not to claim any partition or sub division of the land of the said premises or the common parts of the said building and not to make any partition of the unit in smaller sizes by metes-and bounds or making separate independent portion of the said unit.
- xi) Not to claim any additional proportionate undivided right in the said land in the case the Owner does not construct the entire construct able area.

- xii) Not to claim any right of user/ common use or otherwise over or in respect of the terrace / roof of any nature whatsoever and the said terrace/ roof shall always be at the exclusive disposal of the owners as owned exclusive and absolute property with right of making further constructions thereon according to the plan that may be sanctioned and the purchaser covenants not to raise any objections/ claim/hindrance in the said further construction being made at any time.
- xiii) Not to obstruct or raise any objection in case the proportionate undivided share in the lands is reduced by reasons of the owners and / or developer constructing in excess of the area now intended and / or agreed to be constructed on the said land and not to obstruct or raise any objection of any nature whatsoever to such construction or any portion thereof.
- xiv) To observe the rules framed by the vendors and / or such body which may be entrusted in this behalf by the Vendor regarding the manner of the use and enjoyment of the common parts and land.
- xv) To undertake maintenance of the unit in question on receipt of possession letter thereof from the Vendor. All liabilities in respect of the said unit from the date of the sale / possession would be that of the Purchaser in respect of its maintenance up keep, accident etc.
- xvi) Not to damage the wall of the premises in question in any way whatsoever, the Purchaser will only be entitled to-use wooden planks for the purpose of interior decoration, let 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 premises.
- xvii) Not to open any other .window or ventilation in the premises in question.

15. That the PURCHASER has undertaken to pay and share the expenses of the complex proportionately with co-purchasers with respect to item stated in Schedule 'F'.

SCHEDULE-"A"

**(Particulars of the Land)**

All that piece and parcel of Raiyati land, situated at Mouza Baromuri, Mouza No.03, Police Station Dhanbad within Chowki, sadar sub registry office Dhanbad, District Dhanbad, within Mouza Baromuri, appertaining to New Khata No.220 (Two hundred twenty), Old Khata No.29 (Twenty nine), New Plot No.123 (One hundred twenty three), Old Plot No.102 & 103 (One hundred two and one hundred three), measuring an area 4224 Sq.ft. or to say 9.69 decimals of land together with a Multistoried building standing thereon commonly known as "SHIVAM APARTMENT" a residential Apartment situated in other Road, being Butted and bounded as under :

North : Govt. Primary School.

South : Dr. Om Prakash Paswan.

East : 23 feet wide village Road.

West : 12 feet wide proposed Road.

SCHEDULE-"B"

**(Particulars of the property sold)**

All that **Flat No.** \_\_\_\_\_, containing super built up area measuring \_\_\_\_\_ Sq.ft. at \_\_\_\_\_ (BG-4) it is by DMC nomenclature, with one car parking space on the basement in the multistoried premises/complex commonly and popularly known as "SHIVAM APARTMENT", along with undivided proportionate variable indivisible share in schedule "A" land being constructed as demarcated in Red on the plan annexed hereto, Butted and bounded by :

North : Flat No.C-2.

South :

East :

West :

Municipal Ward No.20, Holding No.0200003809000M0, Recorded in register II, vide Volume No.8 and Page No.19 in the name of Ramlagan Singh, Om Prakash Srivastav, Sunil Kumar and Rajesh Kumar (owners' own name).

**SCHEDULE 'C'**

Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_) only paid by the purchaser to the vendors in the manner as follows :-

| Date | Bank | Cheque No. | Rs. |
|------|------|------------|-----|
|      |      |            |     |
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**PARTICULARS OF FLAT**

1. Whether Kucha or Pucca : Pucca.
2. If Pucca whether tiled or reinforced concrete: Reinforced concrete.
3. Number of stories: B+G+IV
4. Total Number of Flats in the Apartment : 10
5. Year of construction : 2023-2024
6. Brief description and nature sanitary electrical and other fittings in case of building and their equipment : Mentioned in deed, General fittings.
7. Area of building (Flat) built up area : \_\_\_\_\_ Sq.ft.
8. Area of building (Flat) Super Built up area: \_\_\_\_\_ Sq.ft.
9. Whether the building constructed is used as residential/commercial or Industrial : Residential.
10. (i) If on rent, the amount of rent : N/A.  
(ii) Built up area of flat : \_\_\_\_\_ Sqft.

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11. Cost of Flat (Super built up area): Rs. \_\_\_\_\_/-only.
12. Cost of proportionate undivided variable share of land :(\_\_\_\_\_ Sq.ft. or to say \_\_\_\_\_ dec.):  
Rs. \_\_\_\_\_/-only.
13. Cost of reserve car parking space: Rs. \_\_\_\_\_/-only.
14. Total cost as per govt. value Rs. \_\_\_\_\_/-only (and stamp duty paid on that amount).
15. Annual rent of proportionate undivided variable share of land : 1 Rupee.
16. The Map attached with the schedule shall be part of this sale deed.

That the above mentioned schedule 'A' land does not come under Govt. land and neither comes under adivashi land, Govt. Bhudan land and forest land and also does not come under Govt. acquired land and the vendor and purchaser hereto are satisfied with the contents of this deed, and the vendor hereto does not come under the reserve classes of C.N.T. Act.

The Seller does not come under the Category of SC/ST & other 51 castes mentioned in U/S 46 of the CNT Act, 1908.

#### SCHEDULE - "D"

#### 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. Common passage and lobby, ramp on the ground floor, exception car parking area.
7. Water Pump, Water Tank, Water Pipes and other common plumbing installation.
8. Transformers, electrical Sub-station electrical wiring, meters, generators and fittings excluding those that are installed for any particular unit.
9. Drainage and sewers.

10. Pump House.

11. 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 expressly to be the common parts but excluding the roof and / or terra and the open and covered car parking Space Area.

12. FLOOR AND ALL TILING :-

- I. The flooring in the living room/bed room/dining area/kitchen and balcony will be branded vitrified tiles.
- II. The Flooring in bathrooms/toilets will be of branded Ante skit tiles flooring.
- III. Branded ceramic/glazed tiles will be provided in toilets upto 7' ht. from floor level in kitchen it will be up to ht. of 2'-0" from kitchen platform.

13. SANITARY WARE AND FITTINGS:-

- I. All water closet and wash basin will be in branded white ceramic with low level white cisterns made up of PVS best quality.(Hindware/Periware).
- II. All tap fittings will be of chromium plated brass (Mark).

14. KITCHEN PLATFORM AND SINK:-

- I. Roof kitchen platform will be of marble with stainless steel sink.

15. DOOR AND WINDOWS :-

- I. All door frame will be made of locality available wood steel and door shutters will be of factory made 30 mm. thick hard core flush shutters painted with two coats of synthetics enamel over a coat of primer.
- II. Window frame and shutter will be of Aluminum frame with glass work fitted with M/s Grill with enamel paint over primer.

III. All the doors will be provided with all other fittings will be of aluminum.

17. WALLS:-

- I. Interior walls will be decorated with Pop with two coat of primer.
- II. Exterior will be finished with weather coat & wall Putty.

**Plumbing and waste water lines :-**

All concealed plumbing for supply water will PVS pipes and external soil or waste water lines will be PVS pipe will be provided in Hot and cold line will be provided in Master bedroom, bathroom.

**17.ELECTRICITY SUPPLY AND WIRING:-**

- I. Wiring will be concealed and suitable for 1/3 phase supply. The main supply shall 3 phase in accordance with rules and regulations of Jharkhand Urja Vikash Nigam Ltd. and required space within the compound to erect a transformer.
- II. Each flat will be provided with a separate meter located on the main electrical panel board. A separate meter (s) for common services will be provided of main electrical board.
- III. All bedrooms, living and dining areas shall have one plug point two light points, one fan point, living and dining area shall have a 5 Amp. Plug point.

**18. TELEPHONE AND T.V.CABLES :-**

T.V.Cables point will be provided in living room.

**19. EXHAUST OPENING :-**

Exhaust Opening point will be provided in Kitchen and Bathroom.

Notes :- All specification, Sizes and layout etc. are subject to minor variations, alternation by the developer upon suggestion of its consultant.

**20. AMENITIES :-**

A 24 Hrs. water supply will be provided to all the flats or common area from own central supply system as per the design of PHED consultants.

21. SEWERAGE :-

Suitable arrangement for rain storm and soil water disposal shall be provided as per design of P.H.E.D. consultants.

22. SERVANTS ROOM/PARKING :-

There is a provision of reserve parking space as per requirements of the competent authority. Some of them may be opened and some covered depending upon the availability of space.

23. LIFT :-

Lift having safety device capacity of four people shall be installed and the cost will pay the developer or developers share.

24. GENERATOR :-

Soundless branded Generator of adequate capacity shall be installed at the basement to run the submersible water mother pump and for lighting common areas and restricted supply of 300 watts to each flat of the building and the cost of generator shall be paid by the developer's only.

**SCHEDULE - "E"**

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 their respective unit.
2. The right subjacent and lateral support or shelter and protection from the parts of the building and from the site and roof thereon.
3. The free and uninterrupted passage and running of water and 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 purposes of repairing, cleaning and for renewing and such cover, drains, water, courses, cables, pipes and wire as aforesaid and laying down a new cover drain and water courses 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 subjacent or lateral support shelter or protection of the unit.

SCHEDULE - "F"

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

1. The expenses of maintaining and repairing, redecorating renewing at the main structures and the 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 aid 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 be at 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.

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.

That the vendors shall take completion/No objection Certificate from MADA Dhanbad, before handing over the possession of the schedule 'B' flat to the purchaser, or to say after completion of the building.

IN WITNESS WHEREOF THE DEVELOPER HERETO HAVE SET AND SUBSCRIBED THEIR HANDS AND SEALS ON THIS THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESS

SHIV SHAKTI CONSTRUCTION  
Rajesh Kumar  
PARTNER