

THIS INDENTURE OF ABSOLUTE SALE is made on this the..... day of 20... of Christian era at Ranchi.

BETWEEN

SMT. DEEPA KUMARI DAUGHTER OF SRI ASHOK SINGH AND GRAND DAUGHTER OF SURAJ DEO SINGH, (AADHAAR NO. 8228 6281 2693), by occupation-Housewife, by faith- Hindu, by caste-Rajput, resident of Village & Post- Dawath, P.S- Dawath, District-Rohtas in the State of Bihar, Indian citizen represented through SHREYANSH CONSTRUCTION, a partnership firm, having its office at Trishul, Kanke Road, P.S-Gonda, District-Ranchi (Jharkhand), represented SHREYANSH CONSTRUCTION through its Managing Partner SRI. VISHAL WADHWANI SON OF LATE KISHORE WADHWANI GRAND SON OF LATE C. N. WADHWANI (UID NO. XXXX XXXX 6088, PAN NO. AAHPW9947K, MOBILE NO. 9431173213), D.O.B-24.03.1975, by Occupation-Business, resident of Trishul, Kanke Road, P.S-Gonda District-Ranchi in the State of Jharkhand an Indian Citizen vide Development Agreement deed no.2022/RANU26439/BK1/592 in book No.BK1, Volume No.64, Pages 37 to 104 at office of SRO-Ranchi Urban2 (All Belongs to General Caste and not affected under the caste category comes under CNT Act 1908) (hereinafter for the sake of brevity called the VENDOR/SELLER which expression unless repugnant to or excluded by the context or subject of these presents shall mean and include their legal heirs, successors, assigns legal representatives and authorized persons) OF THE FIRST PART;

AND

SRI SON OF
GRAND SON OF by

For SHREYANSH CONSTRUCTION

Vishal Wadhwa

Partner

occupation- (UID NO. XXXX XXXX XXXX, PAN NO., Mobile no.....), (Belongs to General Caste and he is not affected under the caste category comes under CNT Act 1908), resident of

..... an Indian Citizen (hereinafter for the sake of brevity called the **PURCHASER** which expression shall unless repugnant to or excluded by the context or subject means the **PURCHASER** above named and include her legal heirs, successors, assigns, legal representatives) of the **SECOND PART**.

In this present unless it be contrary or repugnant to the expression, **VENDOR** and **PURCHASER** shall mean and include their respective representatives, heirs, administrators, legal representatives, successors, successors-in-interest and assigns.

WHEREAS the **VENDOR** is the absolute Owner over the Flat No..... on the Floor measuring an super Built Up Area of Sq.ft in a multi storied residential building namely "**ASHOK PURAM**" and one medium size car parking space on Ground Floor with sq.ft undivided proportionate share of land in R.S. Plot no.810,811 area 16.25 decimals under Khata no.97 corresponding to Holding no.- 0540005164000Z0 within ward no. 54 situated at Mouza-Hesag, Thana no.-247 (Jagarnathpur) District-Ranchi more fully described in schedule "B" below and same has been acquired by virtue of registered Development agreement deed no.2022/RANU26439/BK1/592 in book No.BK1, Volume No.64, Pages 37 to 104 at office of SRO-Ranchi Urban2.

AND WHEREAS the land of R.S. Plot no. 810 area 52 decimal & R.S. Plot no. 811 under Khata no. 97 area 54 decimal situated at village Hesag, P.S- Jagarnathpur (247), District- Ranchi was recorded

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Partner

in R.S. records of right in the name of Balbhadar Singh and others as kaymi land. Later on among the recorded tenant a family partition took place and in that partition the land in question was allotted to Balbhadar Singh who came in possession over his allotted share of land and remained in possession till his life time.

AND WHEREAS later on Balbhadar Singh died leaving behind him his only son Chhedi Singh and four grandson namely Rajendra Singh, Sukhdeshwar Singh, Maheshwar Singh, Dhruv Narayan Singh all son of Chhedi Singh as his legal heirs and successors who inherited and succeeded the properties after the death of recorded tenant Late Balbhadar Singh and they jointly came in possession over the land inherited and succeeded.

AND WHEREAS later on, while in possession Sri Chhedi Singh son of Late Balbhadar Singh, Sri Rajendra Singh, Sri. Sukhdeshwar Singh, Sri. Maheshwar Singh, Sri. Dhruv Narayan Singh all son of Chhedi through their power of attorney holder Sri Rama Rajwar son of late Jagdish Rajwar vide Power no. IV-722 dated 187.04.2006 duly entered in Book no. IV Volume no. 19 Page no. 17 to 34 of the year 2006 in the Office of District Sub Registrar Ranch had sold the land comprising of land area 16.25 decimal out of 106 decimal of R.S.Plot no. 810 Sub Plot no. 810/Part area 12.50 decimal & R.S.Plot no. 811 Sub Plot no. 811/Part area 3.75 decimal both under Khata no. 97 total area 16.25 decimal situated at Mouza-Hesag, P.S-Jagarnathpur (247) , District- Ranchi to Smt. Deepa Kumari daughter of Sri Ashok Singh through registered sale deed no. 4149/3554 dated 03.07.2017 duly entered in Book no. I Volume no. 375 Page no. 421 to 462 of the year 2017 in the Office of District Sub Registrar Ranch and put her in possession over land covered under sale deed. After came in possession Smt. Deepa Kumari daughter of

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Sri Ashok Singh had mutated her names in government srishta vide mutation case no. 2393R27/17-18 and started paying rent on grant of rent receipt. Smt. Deepa Kumari daughter of Sri Ashok Singh had also mutated her name in Ranchi Municipal corporation, Ranchi vide holding no. 0540005164000Z0 within ward no.54 and started paying rent on grant of holding tax receipt. Thus the landowner become the absolute Owner and in possession over the said land more fully schedule – A below.

AND WHEREAS the Owner above named intended to develop her schedule – A property by constructing multi storied residential building consisting of several residential flats including parking space in the ground floor through a reputed Developer.

AND WHEAREAS the said Developer approached the Owner with a scheme for development of the said property and offered to construct a multi storied residential building as per plan prepared by Developer and approved by the competent authority of Ranchi Municipal Corporation, Ranchi with the materials available in the market and in conformity with the plans, elevation and sections in the said sanctioned plan and with suitable walls, ceilings, floors, partitions, staircases, roof, fixtures and fittings and all conveniences and amenities for habitation and enjoyment of such building and/or the flats therein in a decent style, for the same the landowner and Developer entered into a registered Development Agreement vide deed no.2022/RANU26439/BK1/592 in book No.BK1, Volume No.64, Pages 37 to 104 at office of SRO-Ranchi Urban2.

AND WHEREAS in order to construct multi-storied building on the said land the above named LANDOWNER/DEVELOPER got the Building plan sanctioned by Ranchi Municipal Corporation Ranchi vide B.P. Case No.RMC/BP/1029/W51/2021 approved vide Memo No. RMC/BP/1645/W51/2021, Date 06/04/2022 and got the

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multistoried Building commonly known and called "ASHOK PURAM" constructed and completed by the Developer/Confirming Party on the terms and conditions as mentioned in the registered development agreement dated 25.03.2022 and the schedule flat has fallen in the share of the said Developer.

AND WHEREAS as per section 5 of the Jharkhand Apartment Act 2012, came into force on the 2nd February 2012, after registration of the Development Agreement the Developer shall be absolute owner of their share and Developer will be entitled to sell/transfer their share to the PURCHASER.

AND WHEREAS as per registered development agreement the Flat No. on the Floor having a Super built up area Sq.ft and one medium size car parking space in the multi storied building called "ASHOK PURAM" with all common facilities and amenities, common area including other flats is fallen in the share of VENDOR/DEVELOPER, thus the VENDOR /DEVELOPER become the absolute owner and in possession and every right to sell the same.

AND WHEREAS during the construction of the multistoried residential buildings PURCHASER inspected and verified the all relevant documents, Development Agreement, registered Development Agreement and sanctioned Plan Map and after satisfaction themselves regarding the right ,title interest of the VENDOR and agreed to purchase one flat being Flat No..... on the Floor in "ASHOK PURAM" measuring a super Built up Area of Sq.ft approximately alongwith one medium size car parking space with invisible, un-demarcated, undivided proportionate share of land area i.e. sq. ft. with right to use common facilities and amenities and Developer agreed to sale the same at total consideration amount of Rs./- (Rupees) only and for which the PURCHASER have entered into an agreement to sale and

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Abhishek Wadhwa

Partner

the PURCHASER have paid the entire consideration amount through several installments during the construction of the said multi-storied residential building to VENDOR and the VENDOR does hereby acknowledged as having received in full during construction of said multistoried residential building/complex "ASHOK PURAM".

AND WHEREAS this indenture of absolute sale is being executed on the non-judicial stamp papers according to the value fixed by the government.

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS FOLLOWS: -

1. That in pursuance of the said agreement and in consideration of sum of Rs./- (Rupees) only, the PURCHASER had already paid the said consideration amount to the VENDOR which said sum the VENDOR do hereby acknowledge and received in full and the VENDOR do hereby sell, convey and transfer and absolutely assign to the said PURCHASER free from all encumbrances, charges, liens, claims and demands whatsoever in respect of the flat being Flat No..... on the Floor measuring a super Built up Area of Sq.ft of the multistoried building Complex commonly known as "MATHURA RESIDENCY" standing on a portion of schedule "A" land bearing corresponding to Holding No. 0540005164000Z0 within ward no. 54 situated at Mouza-Hesag, P.S-Jagarnathpur (247) , District- Ranchi in the state of Jharkhand having permanent heritable and transferable Chhaparbandi right and referred to hereunder in Schedule "B" flat and also shown in RED WASH in the map attached herewith forming part of this deed together with one medium size car parking space of the said apartment along with all benefits and advantages, liberties, easements, privileges , whatsoever to the said flat or any part

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Utkal Hazra

Partner

thereof and enjoy common facilities such as passage, staircase, roof, lobby compound and all right, title, interest, 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 for ever and absolutely.

2. That the VENDOR do 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 or any of their predecessor-title, or ancestors, the VENDOR at all material times had and still have absolute right, perfect title and indefeasible authority to grant, convey, sell, assign the undivided sq. ft. proportionate share in land with one medium size car parking space together with roof right in "ASHOK PURAM" and every party 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 do hereby further covenants with the PURCHASER that mean shall hold, possess and beneficiary enjoy the same and ever part thereof and may get name mutate in the records of the Concerned Circle Officer, District- Ranchi and in the Ranchi Municipal Corporation and whosoever else that may be felt necessary and expedient.
4. That the VENDOR do hereby covenant with the PURCHASER that the PURCHASER shall be saved 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 of any heirs or any encumbrances or any claim being made by person whosoever to the said property or an part thereof.
5. That the VENDOR do hereby finally covenant with PURCHASER that the VENDOR and all persons claimed through the VENDOR and/or any of their ancestors and predecessors in title shall and will

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Nishit Wadhwa

Partner

at the request and cost of the PURCHASER execute and perform all such further acts, deeds things and matters that may be reasonable necessary for more perfectly and fully assuring and securing the PURCHASER title and possession over the said flat and every part thereof.

6. That the VENDOR do hereby deliver to the PURCHASER all evidence and writing relating to the possession and custody of the schedule flat, parking space and 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 is lawfully seized and possessed the schedule flat free from all encumbrances and they have absolute authority to the schedule flat in the manner aforesaid.
7. That the PURCHASER shall have right to the peaceably and quietly possess and enjoy the schedule flat or through tenants or assigns or relative without any claim, permission or demand or destruction or hindrance whatsoever either from the VENDOR or from any person claiming from or under them.
8. That the PURCHASER being fully satisfied with the construction of the multistoried building and all fitting and fixtures of the building are as per specification.
9. That the PURCHASER after taking possession of the schedule flat shall be liable to abide by rules and regulating of the Government, Authority, Committed, constituted by the flat Owner, if any and the terms and conditions mentioned in this deed and shall also be liable to pay all the 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 schedule flat.

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Partner

10. That the said flat shall be use and occupied by the PURCHASER herself or by her 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 flat by the PURCHASER, or by her family members or through tenant successors, assigns only for residential purpose.
11. That the PURCHASER shall be liable to bear proportionate share of responsibility or liability arising, occurring in pursuance of or in connection with the common facilities and amenities in the said apartment.
12. 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.'
13. That the PURCHASER shall share responsibility as also the liability for the common facilities and amenities collectively with the others PURCHASER of the flats in the said building/complex.
14. That the PURCHASER shall not make or permit to be made structural alteration in/or addition to the said flat.
15. 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.
16. 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 occupiers of the said apartment.
17. 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 undivided proportionate share in the said land upon which the said schedule Flat is standing.

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Ushmi Wadhwa

Partner

18. That the PURCHASER undivided proportionate share in the said land retained shall remain joint for all times with the other co-Owner, occupiers who may hereafter or here before have acquired right, title and interest in the said land.
19. That the PURCHASER shall have full proprietary right in respect of the land and building described in the schedule hereunder in any manner with other co-Owner who prior to this conveyance have PURCHASE and acquired or may hereafter PURCHASER or acquire similar Proprietary rights as covered by this conveyance.
20. That PURCHASER shall also be entitled to sell mortgaged, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any person whomsoever without the consent of the VENDOR or any other co-Owner who may have acquired before and who may hereafter acquire any rights, title or interests, similar to those acquired by the PURCHASER under the terms of this conveyance.
21. Not to throw dirt, rubbish, rags, or other refuse or pursuant the same not be thrown on the roof, stack gutters, rain water pipers, 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 Owner or occupiers of the other flats. That exterior portion of the flat shall not be decorated otherwise than in manner agreed to by a majority of the flat Owners.
22. That the PURCHASER has 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 PURCHASER have all right to use all common facilities and amenities of the said Apartment.

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Partner

23. 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 as the expenses or maintaining, repairing, (a) main structure and in particular the stacks gutters and rain water pipes, or the apartment (b) water pipes drains, electric cables, and wires, laying under and upon the apartment and enjoyed or used by the PURCHASER/s, occupiers owners in common with the Owners / PURCHASER of the other flats (c) the 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 fore court, way and other parts of the apartment in good condition (e) parking space (f) water pump, 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.

MEMO OF CONSIDERATION

Total value Rs./- (Rupees
) already
 paid to Vendor/Confirming Party including GST amount.

Sl. No	Cheque/Cash/Draft/NEFT	Amount
1.		
2.		
3.		
4.		
5.		
6.		
Total		

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Partner

SCHEDULE-A

All that piece and parcel of land of R.S.Plot no. 810 Sub Plot no. 810/Part area 12.50 decimal & R.S.Plot no. 811 Sub Plot no. 811/Part area 3.75 decimal both under Khata no. 97 total area 16.25 decimal corresponding to Holding no.0540005164000Z0 within ward no. 54 situated at Mouza-Hesag, P.S-Jagarnathpur (247) , District-Ranchi in the state of Jharkhand which is butted and bounded as follow :-

North: R.S.Plot no. 812 & 797

South: Part of Plot no. 810 & 811

East: R.S.Plot no. 809

West: Proposed Road and Part of R.S.Plot no. 811

SCHEDULE-B

All that flat measuring a super built up area of approximately being **Flat No.** on the **FLOOR** consisting of bedrooms, One drawing cum dining space, Two bathrooms, balconies, Utility Room, One kitchen, and One medium size car parking space in the building/complex along with roof right as common area of the building commonly known as known as **“ASHOK PURAM”** standing on Schedule – A land shown in RED WASH in the map attached herewith forming part of this deed with undivided proportionate share of land sq. ft. in the Schedule –A land along with all facilities, amenities, common area of the said flat, together with right to use all common facilities and amenities of the said Apartment which bounded and butted as follows:--

North: --

South: --

East: --

West: --

For SHREYANSH CONSTRUCTION
Mishra Wadhwa
Partner

Details of Building as Follows:-

1.	Whether Kuchcha or Pucca	:	Pucca
2.	If Pucca, whether tiled or reinforced concrete	:	Reinforced concrete
3.	Number of stories -	:	G+3
4.	Super Built-up area of the Flat	: sq. ft. on the Floor
5.	Year of Construction	:	
6.	A brief description of the nature of sanitary, electrical and other fitting in the building and their qualities.	:	Standard
7.	Area where the building is constructed and its use residential commercial or industrial.	:	Residential
8.	If on rent its annual rent.	:	Not Rented
9.	I. Value of Flat Areasq. ft.		Rs.
	II. Value of undivided proportionate share of land area i.e.sq. ft. along with one car parking space in the Ground Floor.		Rs.
10.	TOTAL VALUE	:	RS.

CERTIFICATE

This is to certify that the land which is a subject matter of these presents is not a Government land. The aforesaid land has neither been acquired by the Government for civil or military purposes nor is a Bhudaan land. It is further certified that the aforesaid land has not been acquired by any Government for C.C.L., B.C.C.L., H.E.C. or E.C.L. and that it does not belong to C.C.L., B.C.C.L., H.E.C. or E.C.L.

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Vishal Wadhwa

Partner

The aforesaid land is not a forest land and is outside the limit of forest area and is free from ceiling and is not the land of any math, temple, church, mosque, gurudwara and is also not khasmahal, khuntkatti, sarna, masna, hargarhi and is also not connected to fodder scam or land scam. It is also certified that the said land has not been mortgaged with any institution or person, whomsoever.

IN WITNESS WHEREOF the VENDORS has set and subscribed their respective hand on this Deed of Absolute Sale and have executed these presents at Ranchi in presence of witnesses on the day, month and year first above written.

FINGER IMPRESSION OF LEFT HAND OF VENDOR				
Thumb	Index Finger	Middle Finger	Ring Finger	Little Finger
SIGNATURE OF VENDOR				

For SHREYANSH CONSTRUCTION
Nishal Wadhwa
Partner

PHOTOGRAPH AND SIGNATURE OF THE PURCHASER

FINGER IMPRESSION OF LEFT HAND OF THE PURCHASER				
Thumb	Index Finger	Middle Finger	Ring Finger	Little Finger

WITNESS No.1	WITNESS No.2

Certified that the photographs of the VENDORS and PURCHASER affixed on the sale deed is identified by me and all the signatures of the VENDORS and PURCHASER and WITNESSES as well as the finger impressions of the left hand of the VENDORS and PURCHASER have been put on this document before me.

Typed and Composing by: -

Drafted by

For SHREYANSH CONSTRUCTION
Nishal Wadhwa
Partner