THIS INDENTURE OF ABSOLUTE SALE is made on the ..... **day of May 2024 (Two Thousand Twenty Four)**

BETWEEN

SHUBH LAXMI CONSTRUCTION (PAN-APPPK0224G) having its office at Sai Homes, Near Bodhraj Enclave, Anantpur, P.S. Chutia, District Ranchi, State - Jharkhand through its Proprietor **ROSHAN KUMAR** Date of Birth - 12.09.1985 son of Late Umesh Prasad Singh, Grand sons of Late Rajo Singh, by Category - General (Not covered under CNT Act 1908), by occupation - Business, Resident of - Sai Home, Near Bodhraj Enclave, Anantpur, P.S. Chutia, District Ranchi, State - Jharkhand, Indian Citizen, Authority conferred u/s 5 (1) & (2) of Jharkhand Apartment (Flat) ownerhip Act, 2011 pursuant at Registered Development Agreement being Deed No. 2024/RAN/2000/BK1/1826 dated 29.02.2024 which is entered in Book No. BK1, Volume No. 225, from page No. 337 to 460 at office of SRO, Ranchi (hereinafter called the VENDOR/DEVELOPER which terms and expression unless excluded by or repugnant to the subject or context shall mean and include his heirs, successors, legal representatives, executors, administrators and assigns) of the **FIRST PART**;

AADHAR No. XXXX-XXXX-1676, Mobile No. - 9431166718

AND

.....
.....
.....
.....
.....

(hereinafter called the **PURCHASER** which terms and expression unless excluded by or repugnant to the subject or context shall mean and include his heirs, successors, legal representatives, executors, administrators and assigns) of the **SECOND PART.**
Pan No. , Aadhar No , Phone No. 0

WHEREAS landowners **1. JITENDRA KUMAR** Date of Birth - 15.01.1954, son of Late Tej Narain Singh Alias Dharma Narayan Singh, Grand son of Late Ambika Prasad Singh, by profession Doctor, by faith - Hindu, by Category - General (Not covered under CNT Act 1908), resident of Block Road, Dalsinghsarai, P.S. Dalsinghsarai, District Samastipur, State Bihar. Permanent Address: At & PO Rampur, PS Surajgarha; Dis. Lakhisarai, Bihar **2. ARUN KUMAR SHARMA** Date of Birth - 02.07.1951 son of Late Upendra Sharma, **3. AJIT KUMAR SHARMA** Date of Birth - 04.02.1954 son of Late Upendra Prasad, **4. BHANU PRATAP SHARMA** Date of Birth - 13.06.1957, son of Late Upendra Prasad Sharma, **5. RAJESH KUMAR SHARMA** Date of Birth - 24.07.1965, son of Late Upendra Prasad Sharma, all Grand sons of Late Basant Sangahi, by profession Doctor &

Shubh Laxmi Construction
Roshan Kumar
Proprietor

Others, by faith - Hindu, by Category - General (Not covered under CNT Act 1908), resident of - Lower Burdwan Compound, Near Murgi Farm, Lalpur, P.S. Lalpur, District - Ranchi, PIN-834001, State - Jharkhand. Indian Citizens are the absolute owners and are in peaceful physical possession over land measuring an area 5 katha 6 chattak i.e. decimals 8.88 decimals under Village Lalpur, Khata No. 12, R.S. Plot No. 84, Sub Plot No. 84/B Thana No. 197, Police Station Lalpur, Dist. Ranchi, Jharkhand, under Ranchi Municipal Corporation Ward No. 20, Holding No. 0200002004000Z0 and land measuring an area5 Katha 6¾ chattak i.e. decimals 8.96 decimals under Village Lalpur, Khata No. 12, R.S. Plot No. 84, Sub Plot No. 84/C Thana No. 197, Police Station Lalpur, Dist. Ranchi, Jharkhand under Ranchi Municipal Corporation Old Ward No. 20 New Ward No. 10 vide Holding No 0200000626000A1morefully and particularly described in schedule below.

AND WHEREAS the Chhapparbandi R.S. Plot No. 54 was the property of Late Mosst. BhagtainMundain wife of Tunu Munda, by Caste - Munda, by Occupation - Agriculture, resident of Lower Burdwan Compound, Ranchi.

AND WHEREAS the said Mosst. BhagtainMundain sold the land measuring 5 katha 6 chattakof said R.S. Plot No. 84 to Shri Shiva Kumar Sinha son of Sri Ramdeni Sinha vide a Sale Deed No. 4958 dated 07.09.1955 after receiving a sum of Rs. 500/- (Five Hundred) as a consideration amount of the said Plot.

AND WHEREAS the said Shri Shiva Kumar Sinha is now owner and proprietors of Chhapparbandi R.S. Plot No. 84 covered under Khata no. 12 situate in the Lower Burdwan Compound, Pergana Udaipur, P.S. and District - Ranchi being Thana No. 197, within the District Registration and Sub Registration, Ranchi by virtue of Sale Deed No. 4958 executed by Mosst. BhagtainMundain on 07.09.1955.

AND WHEREAS the Mutation of the said Shri Shiva Kumar Sinha has also been allowed by Circle Officer, Ranchi Town Anchal vide and (acquired chhaparbandi rights to the property) Miscellaneous Case No. 169R8 of 1953-54 and paying rent to the State.

AND WHEREAS said Shree Shiva Kumar Sinha son of Shree Ramdeni Sinha had sold land measuring 5 katha 6 chattak i.e. decimals 8.88 decimals under Village Lalpur, Khata No. 12, R.S. Plot No. 84, Sub Plot No. 84/B Thana No. 197, Police Station Lalpur, Dist. Ranchi, Jharkhandto **Jitendra Kumar (LAND OWNER No. 1)**vide Deed No. 8553 dated 19.05.1972 which is registered in Book No. I, Volume No. 33, Page No. 149 to 154, executed and registered before District Sub-Registrar, Ranchi.

AND WHEREAS after purchase of the said land**Jitendra Kumar (LAND OWNER No. 1)**gotmutated his name before Town Anchal, Ranchi vide Mutation Case No. 220 R27/1985-86 and his name is entered in Revenue Records in Register II, Volume No.2, Page No.384 and has paid rent to the state to concerned Town Anchal Office, Ranchi, he also paying Holding Tax to Ranchi Municipal Corporation Old Ward No. 20 New Ward No. 10 vide Holding No. 0200002004000Z0 regularly.

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Roshan Kumar
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AND WHEREAS the Chhapparbandi R.S. Plot No. 54 was the property of Late Mosst. Bhagtain Mundain wife of Tunu Munda, by Caste - Munda, by Occupation - Agriculture, resident of Lower Burdwan Compound, Ranchi.

AND WHEREAS the said Mosst. BhagtainMundain sold the land measuring an area 5 Katha 6¾ chattak i.e. decimals 8.96 decimals under Village Lalpur, Khata No. 12, R.S. Plot No. 84, Sub Plot No. 84/C Thana No. 197, Police Station Lalpur, Dist. Ranchi, Jharkhandto Shaligram Sharma S/o Late Suresh Chandra Sharma vide a Sale Deed No. 2526 dated 27.08.1955 which is registered in Book No. I, Volume No. 33, Page No. 493 to 501 of year 1955 executed and registered before District Sub-Registrar, Ranchi.

AND WHEREAS the said land was purchased by Upendra Sharma in the name of his nephew Shaligram Sharma S/o Late Suresh Chandra Sharma from Bhagtain Mundain.

AND WHEREAS through an oral arrangement in the family partition, the ownership of Upendra Sharma on the land was recognized, who had constructed a single storied house by that time. Anotherfloor was subsequently added and the same had remained in peaceful & uninterrupted custody from the purchase of the land till his lifetime.

AND WHEREAS said Upendra Sharma died leaving behind four sons namely **Arun Kumar Sharma, Ajit Kumar Sharma, Bhanu Pratap Sharma, Rajesh Kumar Sharma (**Landowners No. **2 to 5)** who gotmutated their names before Town Anchal, Ranchi and has paid rent to the state to concerned Town Anchal Office, RanchiLater by mutual partition, it was equally divided between the present owners.

AND WHEREAS in the above partition between landowners 2 to 5, the members of the larger family were the panch and it was formally witnessed also by the members of the larger family.

AND WHEREAS the land described above has been mutated in the name of landowners no. 2 to 5 in the records of Town Anchal Ranchi vide Mutation Case No 3998 R27/1314 and their names were entered in Revenue Records in Register II, Volume No.8, Page No. 59 and they have paid rent to the state to concerned Town Anchal Office, Ranchi. They are also paying Holding Tax to Ranchi Municipal Corporation Old Ward No. 20 New Ward No. 10 vide Holding No 0200000626000A1 regularly.

AND WHEREAS the owners desire to develop the area aforesaid mentioned in the Schedule 'A' property by constructing a residential multistoried building namely "**SAI BASANT**" **G+4** over it on the conversion basis with the help of the Developer namely **SHUBH LAXMI CONSTRUCTION** of this development agreement through which the owners shall get **50%** of super built area of the building to be constructed over the schedule 'A' property and the remaining **50%** super built up area of the building to be constructed shall be the share of the builder (will be known as Builder's/Developer's share).

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AND WHEREAS a plan for construction of Multistoried Residential Building has been passed by Ranchi Municipal Corporation, Ranchi vide Ref No **RMC/BP/0262/W10/2023 dated 18/08/2023.**

And whereas the owners said landowners **1. JITENDRA KUMAR** Date of Birth - 15.01.1954, son of Late Tej Narain Singh Alias Dharma Narayan Singh, Grand son of Late Ambika Prasad Singh, by profession Doctor, by faith - Hindu, by Category - General (Not covered under CNT Act 1908), resident of Block Road, Dalsinghsarai, P.S. Dalsinghsarai, District Samastipur, State Bihar. Permanent Address: At & PO Rampur, PS Surajgarha; Dis. Lakhisarai, Bihar **2. ARUN KUMAR SHARMA** Date of Birth - 02.07.1951 son of Late Upendra Sharma, **3. AJIT KUMAR SHARMA** Date of Birth - 04.02.1954 son of Late Upendra Prasad, **4. BHANU PRATAP SHARMA** Date of Birth - 13.06.1957, son of Late Upendra Prasad Sharma, **5. RAJESH KUMAR SHARMA** Date of Birth - 24.07.1965, son of Late Upendra Prasad Sharma, all Grand sons of Late Basant Sangahi, by profession Doctor & Others, by faith - Hindu, by Category - General (Not covered under CNT Act 1908), resident of - Lower Burdwan Compound, Near Murgi Farm, Lalpur, P.S. Lalpur, District - Ranchi, PIN-834001, State - Jharkhand. Indian Citizens desire to develop the area aforesaid and also mentioned in the Schedule 'A' by constructing a residential multistoried building namely **"SAI BASANT" G+4** over it on the conversion basis with the help of the developer namely **SHUBH LAXMI CONSTRUCTION** and they entered into a Development Agreement being Deed No. 2024/RAN/2000/BK1/1826 dated 29.02.2024 which is entered in Book No. BK1, Volume No. 225, from page No. 337 to 460 at office of SRO, Ranchi.

And Whereas as per approved plan a multistoried building **(G+4)** comprising several independent flats on different floors shall be constructed by DEVELOPER on over the landed property described in Schedule "A" below. The said Multistoried Residential Building is named as **"SAI BASANT" G+4**

AND WHEREAS in terms of the Development Agreement the Flat No. **'.....'** having super built up area **'..... sq.ft.'** (having undivided proportionate share **'..... Decimals'** of land) in the **'..... Floor'** of the said apartment **"SAI BASANT" G+4** forms part of the share of the DEVELOPER as DEVELOPER'S ALLOCATION.

AND WHEREAS the Vendor offered to sell the flat being Flat No. **'.....'** having super built up area **'..... sq.ft.'** (having undivided proportionate share **'..... Decimals'** of land) in the **'..... Floor'** of the said apartment **"SAI BASANT" G+4** with **one car parking space** in the **Ground Floor**, alongwith all common facilities and amenities including lift and generator in full and final consideration of **Rs. ...../- (Rupees .....) only** which has been accepted by the purchaser on the terms appearing hereinafter and both of them entered into an **agreement for sale** on **.....**

NOW THEREFORE THIS DEED OF SALE WITNESSETH as follows:-

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Roshan Kumar
Proprietor

1. That in pursuance of the said consideration of sum of **Rs. ...../- (Rupees .....) only**, 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 do hereby sell, convey and transfer and absolutely assign to the said Purchaser free from all encumbrances, charges, liens, claims and demands whatsoever for the Flat of the multi storied building commonly known as **"SAI BASANT" G+4** standing on the portion of Schedule-A land having permanent heritable and transferable Chhaparbandi 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 flat 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 repute 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 flat 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 and parking space in **"SAI BASANT" G+4** 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 he/she shall hold, possess and beneficiary enjoy the same and every part thereof and may get his/her name mutated in the records of the concerned Circle Office, 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, 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 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.

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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 owner, 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 Scheduled Flat.

6. 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 flat by the Purchaser, or family members or through tenant, successors, assigns only for residential purpose and not for any other purpose.

7. 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.

8. 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.

9. 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 flats in the said building.

10. 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.

11. 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.

12. 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 Schedule Flat is standing.

13. 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-owner, occupiers who may hereafter or herebefore have acquired right, title and interest in the said undivided proportionate share of land is impartible.

14. That the Purchaser shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed.

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15. 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 owner or occupiers of the other flats. That exterior portion of the flat shall not be decorated otherwise than in the manner agreed to by a majority/jointly of the flat owner.

16. 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.

17. That the purchaser above named before taking the delivery of possession of the Schedule "B" flat have personally inspected and examined the title deed, fixtures, fitting, materials used in construction and each and every item and after full satisfaction accepted the physical possession.

18. That the purchaser have further declared that the purchaser have no any further claim, objection, complain, grievances whatsoever either against the landowner/Developer/Vendor regarding title of the land and/or material used for construction.

19. 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 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, owner in common with the owner/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) parking space (g) water pumps, use of the lifting water (h) 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

PARTICULARS OF THE LAND

ALL THAT PIECE AND PARCEL of land measuring an area 5 katha 6 chattak i.e. decimals 8.88 decimals under Village **Lalpur**, **Khata No. 12**, **R.S. Plot No. 84**, Sub Plot No. 84/B **Thana No. 197**, Police Station Lalpur, Dist. **Ranchi**, Jharkhand, under Ranchi Municipal Corporation Ward No. 20, Holding No. 0200002004000Z0 and land measuring an area5 Katha 6¾ chattak i.e. decimals 8.96 decimals under Village

Shubh Laxmi Construction
Roshan Kumar
Proprietor

Lalpur, Khata No. 12, R.S. Plot No. 84, Sub Plot No. 84/C Thana No. 197, Police Station Lalpur, Dist. Ranchi, Jharkhand under Ranchi Municipal Corporation Old Ward No. 20 New Ward No. 10 vide Holding No 0200000626000A1 total land measuring 17.84 Decimals which is butted and bounded as follows:

NORTH : R.S. Plot No. 65
SOUTH : Sub Plot No. 84/A
EAST : Proposed Road, R.S. Plot No. 84
WEST : Proposed Road

SCHEDULE- B

PARTICULARS OF THE FLAT SOLD

One flat being Flat No. **'.....'** having super built up area **'..... sq.ft.'** (having undivided proportionate share **'..... Decimals'** of land) in the **'..... Floor'** of the said apartment **"SAI BASANT" G+4** with **one car parking space** in the **Ground Floor** constructed over Schedule "A" land together with all rights, benefits, right of enjoy of staircase, and all other amenities, facilities and convenience delineated by **RED WASH** in the map attached, forming part of this deed and bounded and butted as follows:-

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

Particulars being furnished in case of building :-

1.	Whether kacha or pucca	:	Pucca
2.	If pucca, whether tiled or reinforced	:	R.C.C.
3.	Number of storey	:	G+4
4.	Plinth area of floor	:	Area of the flat sold to the purchaser '..... sq.ft.'
5.	Year of construction	:	2021-23
6.	A brief description of nature of sanitary, electrical and other fittings in the building and their quality	:	Standard
7.	Area where the building is constructed and its use, residential, commercial or industrial	:	Residential
8.	If on rent, its annual rent	:	Not applicable
9	Valuation	:	
	(i) Value of undivided proportionate share in the land area '..... **Decimals'**	:	Rs /-
	(ii) Value of the flat area '..... sq.ft.'	:	Rs. /-
	Total	:	Rs. /-
	(Rupees ..... Only)		

Shubh Laxmi Construction
Roshan Kumar
Proprietor

MEMO OF CONSIDERATION

Sl No.	Cheque /Detail	Date	Bank Details	Amount
1.				
2.				
3.				
4.				
5				
6.				
7.				
8.				
			TOTAL RUPEES	

CERTIFICATE

Certified that the above mentioned land is not acquired by Government, Semi Government, Armed Force or any other purpose. It is not a land of Forest, BCCL, CCL or ECL. This land is not of Math, Mandir, Girja, Gurudwara, Masjid, Church.
It is also certified that the above mentioned land is not a Kaishar-e-hind land, Gairmajarua Aam land, Gairmajarua Khas Land, Forest/Jungle Land etc.
It is also certified that the Vendor not belong to Schedule Tribe or Schedule Caste or Backward Classes within the definition of C. N. T. Act.

All the documents and statements presented for registration have been presented voluntarily and are true. The onus of any discrepancies or wrong submission will be on the parties who have appeared for registration of the document.
IN WITNESSES WHEREOF the Vendor has put his signature to these presents on this day month and year first above written at Ranchi.

WITNESSES:

1. **VENDOR/ DEVELOPER**

2.

Shubh Laxmi Construction
Roshan Kumar
Proprietor

PURCHASER(SIGNATURE)

Little	**Ring**	**Middle**	**Index**	**Thumb**

Certified that the finger prints of the left hand of each person where photograph is affixed in the document have been obtained by me or before me.

Typed by:- Drafted by:-

Shubh Laxmi Construction
Roshan Kumar
Proprietor