

THIS DEED OF SALE is made on this the ..... day of .....20\_\_.

**BETWEEN**

**M/S RAMESHWARAM INDUSTRIES (PAN No. AAQFR3341H)** a Partnership firm having its registered office at 3<sup>rd</sup> Street, Shukla Colony, Hinoo, Ranchi - 834 002 represented through its Partner **SRI DHANANJAY P. RAIPAT** son of Late Pratapsinh K. Raipat grandson of Late Khimji Laxmidas by faith Hindu, by caste comes under General Category not affected under the provision of C.N.T. Act 1908, by occupation Business having **PAN No. AAUPR7625Q** & **AADHAAR No. XXXX XXXX 8642**, resident of 3rd Street, Shukla colony Hinoo, P.S. Doranda District Ranchi, - 834 002 (**Mobile No. 7004048476**), who has been empowered to sign on behalf of M/s Rameshwaram Industries as per clause no. 15 of Partnership Deed dated 12.03.2019, an Indian Citizen, Jharkhand Authority Conferred u/s 5 (1) & (2) of Jharkhand Apartment (Flat) ownership Act, 2012 pursuant at Registered Development Agreement vide Deed No. **2024/ RANU3/2955/BK1/2719** dated **28.09.2024** which is duly executed before SRO, Ranchi Urban 3 and entered into Book No. 1, Vol No. 337, Page No. 1 to 90, Year 2024, (hereinafter called the **"VENDOR/DEVELOPER"**) of the **FIRST PART**;

AND

**Mrs.** ..... (**D.O.B** .....) W/o Mr. ...., daughter of ....., granddaughter of ....., by faith ....., by caste ..... by occupation ..... having **PAN No.** ..... and **AADHAAR No.** ....., (**Mobile No.**.....) residing at ....., ..... hereinafter called the **"PURCHASER"** on the **SECOND PART**.



The terms the **"VENDOR/DEVELOPER"** and the **"PURCHASER"** shall unless repugnant to the context or excluded by these presents, mean and include their respective heirs, legal representatives, executors, administrators, successors-in-interest and assigns.

**WHEREAS**, the **VENDOR/DEVELOPER** is absolute owner and in peaceful possession of freehold Flat being No. .... **on** ..... **Floor, Area** ..... sqft carpet area equivalent to ..... **Sqft** super built-up area, along with ..... **sqft** undivided share of land with one car parking space in the basement of the multistoried building called as **"INDUNEIL" Apartment**, construed under R.S. Plot No. 36, Khata No. 168, situated at Village Dungari, P.S. Ranchi (now Hatia), P.S. No. 294, Dist. Ranchi more fully described in schedule "B" below and same has been acquired through Registered Development Agreement vide deed No. **2024/RANU3/2955/BK1/2719** dated 28.09.2024 which is duly executed before SRO, Ranchi Urban 3 and entered into Book No. 1, Vol No. 337, Page No. 1 to 90, Year 2024.

**WHEREAS** Land in R.S. plot no. 1143 under Khata No. 4, at Village Gutuwa, Thana no. 138, P.S. Ranchi, and District Ranchi is recorded in Revisional Survey Records of Rights in the names of Bakast and name of Land Lord is mentioned as Lal Harakh Nath Shahdeo.

**AND WHEREAS** R.S. Plot No. 1143 and others plot under Khata No. 4 was acquired by Lal Uday Nath Shahdeo by virtue of registered family partition being Deed No. 619 which is entered in Book I, Volume No. 8, Pages 298 to 333 for the Year 1947 in the office of the DSR Ranchi.

**AND WHEREAS** Lal Udai Nath Shahdeo registered a deed of gift in the name of his daughter namely Kalpana Kumari under Registered Deed of Gift being No. 4742 of the year, 1972 noted in Book I, Volume No. 65, Pages 317 to 320 of the Year 1972 in the office of the DSR Ranchi for the exclusive benefit of his daughter Kalpana Kumari under the natural guardian of her mother Smt. Praphulla Devi. Kalpana Kumari



was a minor that time and since then the land referred to above alongwith other lands are in peaceful possession of Kalpana Kumari.

**AND WHEREAS** Kalpana Kumari sold an area 9 decimals of land out of total land area of R.S. Plot No. 1143 known as Sub Plot No. 1143/52 to Smt. Sandhya Sharma by virtue of registered Deed of Sale being Deed No. 460 which is entered in Book I, Volume No. 48, Pages 21 to 28 for the Year 1983 in the office of the DSR Ranchi.

**AND WHEREAS** Smt. Sandhya Sharma after purchasing the property aforesaid, got her name mutated in revenue records, vide Mutation Case No. 96R27of 1985-86, and she has been paying rent to the State in her own name and in her own right.

**AND WHEREAS** Sandhya Sharma died on 11.05.2022, and after the death of Sandhya Sharma her husband Sri Sant Kumar Sharma came in possession of her schedule land and got his name mutated in revenue records, vide Mutation Case No. 4904R27of 2023-24, dated 04.01.2024 in the office of the Circle Office, Nagri Anchal Ranchi and is paying rent to the State up to 2024-25 vide receipt no. **0944686406** dated 02-04-2024, which is entered in Volume **30**, page no. **69** of Panji II of the Circle Office, Nagri, Ranchi.

**AND WHEREAS** Kalpana Kumari also sold an area 9 decimals of land out of total land area of R.S. Plot No. 1143 known as Sub Plot No. 1143/51 to Uma Shankar Prasad by virtue of registered Deed of Sale being Deed No. 457 which is entered in Book I, Volume No. 36, Pages 520 to 527 for the Year 1984 which was executed on 13.01.1983 in the office of the DSR Ranchi.

**AND WHEREAS** Uma Shankar Prasad sold an area 9 decimals of R.S. Plot No. 1143 known as Sub Plot No. 1143/51 to Dr. Vidyapati by virtue of registered Deed of Sale dated 14.02.1990 being Deed No. 1899/90 which is entered in Book I, Volume No. 52, Pages 39 to 46 for the Year 90 which was registered on 08.11.1994 in the office of the DSR Ranchi.



**AND WHEREAS** Dr. Vidyapati after purchasing the property aforesaid, got his name mutated in revenue records in the office of the Circle Office, Nagri Anchal Ranchi. And paying rent to the State up to 2024-25 vide receipt no. **0022642739** dated 27-09-24, which is entered in Volume **2**, page no. **274** of Panji II of the Circle Office, Nagri, Ranchi.

**AND WHEREAS**, Sri Sant kumar Sharma and Dr. Vidyapati OWNERS of both amalgamated Plot no. 1143 known as Sub Plot No. 1143/52 and 1143/51 under Khata No. 4 measuring 18 decimals (9 + 9 = 18 decimals respectively) decided to develop their property. The LANDOWNERS have represented that they are absolutely seized and possessed of and otherwise well and sufficiently entitled to the LAND PROPERTY described in **SCHEDULE "A"**

**AND WHEREAS** landowner namely **SRI SANT KUMAR SHARMA and DR. VIDYAPATI** decided to construct a multistoried building in land under Khata No. 4, Plot No. 1143, Total Area 18 Decimals, situated at village Gutuwa, P.S. Ranchi (now Nagri), P.S. No. 138, Dist Ranchi and entered into a Registered Development Agreement dated 28.09.2024 with builder/developer having its registered office at 3<sup>rd</sup> Street, Shukla Colony, Hinoo, Ranchi - 834 002 represented through its Partner **SRI DHANANJAY P. RAIPAT** son of Late Pratapsinh K. Raipat for development of multistoried building vide deed No. **2024/RANU3/2955/BK1/2719** dated 28.09.2024, which is duly executed before SRO Urban - 3, Ranchi and entered into Book No. 1, VolNo. 337, Page No. 1 to 90, Year 2024.

**AND WHEREAS** landowner obtained a sanctioned map plan from **Ranchi Regional Development Authority, Ranchi, vide B.C. case no. RRDA/BP/0081/2024 dated 05.06.2024** and building commonly known as "**INDUNEIL**" Apartment that the aforesaid Project "**INDUNEIL**" Apartment is registered in



**JHRERA** vide Registration No. **JHARERA/PROJECT/...../20.....** dated .....

**AND WHEREAS** as per Registered Development Agreement No. **2024/RANU3/2955/BK1/2719 dated 28.09.2024, Flat being No. .... on ..... Floor** allotted to Builder/developer with all common facilities and amenities, common area including others flats is fallen in the share of VENDOR/DEVELOPER this the VENDOR/DEVELOPER become the absolute owner and in peaceful possession and valid right title to sell the same.

**AND WHEREAS** as per Section 5 of the Jharkhand Apartment Act. 2012 came into force on the 2<sup>nd</sup> 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 being No. .... on ..... **Floor, Area** ..... sqft carpet area equivalent to ..... **Sqft** super built-up area, along with ..... sqft proportionate share of land and one car parking space in the basement of the multistoried building called as "**INDUNEIL**" Apartment with all common facilities and amenities, common area including others flats is fallen in the share of VENDOR/DEVELOPER this the VENDOR/DEVELOPER become the absolute owner and in peaceful possession and valid right title to sell the same.

**AND WHEREAS,** while the **VENDOR/DEVELOPER** has borne the entire cost of Development of the land in Schedule-A and construction of the multi storied building thereon, the Schedule- B property along with other Units/Flats and Parking Space came in the share of



**VENDOR/DEVELOPER** with regard of construction cost and profit of the Developer;

**AND WHEREAS**, in terms of Agreement to Sale executed by and between the **VENDOR/DEVELOPER** through its **Partners** of the One Part and the **PURCHASER** of the another part, the **VENDOR/DEVELOPER** offered to sale and the **PURCHASER** agreed to purchase the same out of the **DEVELOPER'S Allocation**, free from all encumbrances, One Residential Flat/dwelling unit bearing **Flat** being No. .... on ..... **Floor, Area** ..... sqft carpet area equivalent to ..... **Sqft** super built-up area, and one car parking space in the basement of multi storied building namely "**INDUNEIL**" Apartment situated at Village Dungari, Thana Hatia, Thana no. 294, District Ranchi more fully described in **Schedule-B** together with the common parts, common amenities and common convenience relating thereto and also together with of ..... **sqft** undivided proportionate share in the land in the **Schedule-A** for a total consideration of **Rs** ...../- (**Rs.** ....) **only**;

**AND WHEREAS**, prior to entering into the agreement aforesaid, the **PURCHASER** has inspected documents of title of '**the Said Property**' and has also seen approved the said plan and have having satisfied himself about the same have agreed to acquire on ownership basis the above premises in **Schedule-B**;

**AND WHEREAS**, the **VENDOR/DEVELOPER** hereby declare that '**The Said Property**' in the **Schedule-A** and the premises in the **Schedule-B** below are free from all encumbrances and liabilities.

**NOW THIS INDENTURE WITNESSETH** as follows:



1. In consideration of the sum of Rs ...../- (Rs.....) only paid by the **PURCHASER** to the **VENDOR/DEVELOPER**, receipt of which amount the **VENDOR** and the **VENDOR/DEVELOPER** do hereby acknowledge, the said **VENDOR/DEVELOPER** in accordance with the undertakings and covenants contained in the Agreement do hereby convey, transfer and assign UNTO the **PURCHASER** free from all encumbrances, charges and liens, Flat being No. .... on ..... Floor, Area ..... sqft carpet area equivalent to ..... Sqft super built-up area, and one car parking space in the basement of multi storied building namely "INDUNEIL" Apartment situated at Gutuwa, Thana Ranchi (now Nagri), Thana no. 138, District Ranchi more fully described in Schedule-B together with the common parts, common amenities and common convenience relating thereto and also together with ..... sqft undivided proportionate share in the land in Schedule-A and also proportionate share of common spaces of the said building **TO HAVE AND TO HOLD** the property hereby conveyed to the **PURCHASER** absolutely and forever.
2. That the **PURCHASER**, immediately after execution and registration of this deed, shall be entitled to get the premises in **Schedule B** below in her name in all

*Signature*

public land records and pay the taxes and other payables to the authorities concerned in their name and obtain appropriate receipts for the same.

3. The **PURCHASER** shall be liable to pay and contribute in proportion to the covered area of the flat and floor area of the car parking space hereby conveyed towards payment of taxes, service charges, and other outgoings payable in respect of the premises.
4. The **PURCHASER** shall also be liable to pay and contribute towards the ground rent (Malgujari) payable to the State of Jharkhand for the land in **Schedule A** in proportion to her undivided proportionate share in the said land.
5. The **PURCHASER** shall have the full proprietary rights and will be at liberty to sell, transfer, mortgage, lease, gift or otherwise deal with the said flat/dwelling unit and the car parking space **PROVIDED** the **PURCHASER** shall not be entitled to demolish or commit waste in respect of the land, flat, car parking space or do or allow anything to be done in the said flat and the car parking space to affect prejudicially the other occupiers of the said building or to affect the basic structures of the main buildings. Outer elevation of the building shall not be changed at under any circumstance and Air Conditioner(s) outdoor unit shall be fixed at the space provided by the **VENDOR/DEVELOPER**.

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6. **'The Said Land'** whereon the said buildings have been constructed, the common passages, spaces, lobbies, corridors and all kinds of amenities shall remain joint and attached for the benefit of the all occupiers of the said building for all times.
7. This indenture and conveyance herein made are subject to the terms and conditions, covenants and restrictions contained in the Agreement for Sale of the premises in **Schedule-B** and subject to the law applicable to the said building and/or the said unit.
8. The parties hereto agree that at any time as and when required, for the safety and security of **"INDUNEIL"** Apartment, the multi-storied buildings being constructed upon **'the Said Land'** shall be enclosed with **boundary wall**.
9. That in case of natural calamity or distraction of the building in future, the building may be reconstructed jointly by all the co-Owners/**PURCHASER** as per their share in the **schedule-B** property.

The **PURCHASER**, with intention to bring all persons into whomever hands the said premises may come, does hereby covenant with the **VENDOR/DEVELOPER** as follows: -

- (a) To maintain the said premises at his/her/their own costs, in good tenantable repair and condition from the date of possession of the same and shall not do or suffer to be done anything in or to the



said building in which the said premises are situated or the common spaces or the passages or other areas which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the building in which the said premises is situated or the said premises or any part thereof.

- (b) Not to damage the construction or structure of the building by storing of goods which is objected to by local authority or any authority.
- (c) To permit the **VENDOR/DEVELOPER** or their staff or agents with or without workmen and others of the Flat/dwelling unit Owners' Association at all reasonable time to view and examine the state and condition of the premises.
- (d) Not to use the said premises or permit the same to be used for any purpose whatsoever, other than the flat/unit for residential purpose and the car parking space for parking purpose, as the case may be, nor shall he/she, the **PURCHASER** use and utilise his/her/their unit that may cause nuisance or annoyance to occupiers of other premises nor for any **illegal or immoral** purpose. No commercial activities or businesses shall be carried from the premises in **Schedule-B** below.
- (e) To pay taxes, duties, levies, surcharges etc. levied either by the State Government or by the Central

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Government or jointly by them currently or in future on full or part of the flat or on his/her undivided proportionate share in the land.

(f) Not to demand partition of his/her/their interest in **'The Said Property'** and/or the building/s it being hereby agreed and declared by the **PURCHASER** that his/her/their interest in the land and building is **indivisible**.

(g) To bear and pay increase in local taxes, water and electric charges, insurance and such other levies, if any, which are imposed by the concerned local authorities and/or other public authority.

(h) Not to use the said flat for any **immoral or illegal** purpose or for storing any inflammable, combustible or hazardous goods or articles and shall not bring in the said flat or in the car parking space any item of whatever nature which might cause harm to other occupiers of the said building.

The **VENDOR/DEVELOPER** and the **PURCHASER** covenant with each other as follows:

1. Save and except in respect of the undivided proportionate share or interest in **"the Said Land"** and save and except the rights in the said flat/units, the easements, quasi easements, benefits, privileges and advantages in common to be conferred or granted by or under the conveyance to be executed



and registered by the **VENDOR/DEVELOPER** in his/her/their favour, the **PURCHASER** shall have no claim or right of any nature in the other flats, floor spaces, spaces and areas of the said property and/or said building adjoining above or beneath of his/her/ their flat.

2. In all matters relating to or connected with the common use, control, enjoyment, management and maintenance of the common parts by the **PURCHASER** and other Co- **PURCHASER**, the **PURCHASER** agrees and covenants to pay in advance the proportionate share of the recurring expenses and charges as and when the same becomes due.

#### **SCHEDULE "A" (LAND PROPERTY)**

All that piece and parcel of land property situated at Village Gutuwa, being Portion of R.S. Plot no. 1143, known as Sub-Plot no. 1143/52 and 1143/51, P.S. Ranchi details as follows

Khata no.	RS Plot no.	Sub Plot no.	Area	Village	Thana	Thana no.	District
4	1143	1143/52	9 decimals	Gutuwa	Ranchi	138	Ranchi
4	1143	1143/51	9 decimals	Gutuwa	Ranchi	138	Ranchi
Both amalgamated plots area			18 decimals				

An area of 0.842 decimal has been gifted from R.S. Plot No. 1143, known as Sub Plot No. 1143/52 area 0.202 decimals and 1143/51 area 0.64 decimals as a strip of land for Road Widening in favour of Ranchi Regional Development Authority, Ranchi and



remaining an area 8.798 decimals from R.S. Plot No. 1143, known as Sub Plot No. 1143/52 and area 8.36 total area of both amalgamated plots of land are 17.16 decimals for development. The abovementioned consolidated land of 17.16 Decimals is butted and bounded as follows

East - Part of Plot No. 1143 & R.S. Plot No. 1144  
West - 20 feet wide Road  
North - 20 feet wide road  
South - Part of Plot No. 1143.

**SCHEDULE-B**

**(Details of the premises being sold to the PURCHASER)**

All that **One Flat** being No. .... on ..... **Floor, Area** ..... sqft carpet area equivalent to ..... **Sqft** super built-up area, in ..... direction and **One Car Parking space, in the ground floor** of the multi storied residential building namely "**INDUNEIL**" Apartment situated at Village Dungari, P.S. Hatia, Thana no. 294, District Ranchi along with ..... **sqft** undivided proportionate share in the land in **Schedule A property above**. More fully and particularly shown in **RED WASH** in the map annexed hereto and butted and bounded is as follows:

**NORTH** :

**SOUTH** :

**EAST** :

**WEST** :

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

**Detail of Building as Follows :-**



1.	Whether Kuchha or pucca	:	Pucca
2.	If pucca, whether tiled or reinforced concrete	:	Reinforced concrete
3.	Number of stories	:	G+ 4 Floor
4.	The super built up area of <b>flat No. .... on ..... Floor</b>	:	..... Sqft Super Built up area. ....
5.	The Year of Construction	:	2024 - 27
6.	A brief description of the nature of sanitary, Electrical and other fitting in the building and There quality.	:	Normal
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.	For the purpose of registration fee and stamp duties the documents is valued as under:-		
	i. Value of Flat Area ..... Sqft (with car parking space) (@ Rs. .... /Sqft)	:	Rs. .... /-
	ii. Value of Undivided Proportionate Land Area ..... Sq. Feet equivalent to ..... decimal	:	Rs. .... /-
	<b>Total Value of Flat with Land</b>	:	<b>Rs.</b> ..... /-

### **CERTIFICATE**

CERTIFIED that the land in schedule above is neither Government land nor has the same been acquired by the Government for Military or Non-Military purposes.



The land aforesaid has not been donated in BHUDAN. The land aforesaid is outside the forest area and does not belong to C.C.L, B.C.C.L. or E.C.L., CERTIFIED FURTHER that the land in schedule is not a Tribal land nor it is connected with any Tribal. The land is free from Ceiling and does not belong to any Math, Temple, Mosque or Church. It is also not the Khas Mahal, khuntkatti, Sarna, Mansa, Hargarhi and Fodder Scam Land.

**IN WITNESS WHEREOF** the **VENDOR/DEVELOPER** through its Director have put their respective signatures on the deed at Ranchi on the day, month and year first above written.

WITNESS

- 1.
- 2.

1. DEVELOPER/VENDOR

Drafted & typed by

Deepak Verma  
(Advocate)  
L.N. 1230/2000

