

DEED OF SALE

THIS DEED OF SALE is made on this _____ day of _____ in the year 2025

BETWEEN

SRI GOPAL SHANKAR (UID No. XXXX XXXX 5457, Mobile No. 8709816171) (2) VIJAY SHANKAR SINGH, (UID No. XXXX XXXX 1962, Mobile No. 7000184506) (3) UDAY SHANKAR SINGH (UID No. XXXX XXXX 9234, Mobile No. 9334420222) and (4) SRI SANJAY KUMAR SINGH (UID No. XXXX XXXX 5902, Mobile No. 9334700257) all sons of Late Ambika Prasad Singh and Grandson of Late LalBahadur Singh all by Cast- General [uncovered under CNT Act 1908, by Occupation- Business all resident of Birsa Blood Bank Bariatu, P.S.- Bariatu, District- Ranchi, State- Jharkhand, Indian Citizen, through their constitute of Attorney AADDYAE Construction Pvt. Ltd. through its Director Sri (1) Upendra Kumar (UID No. xxxxxxXX 3470) Son of Late Krishna Mahto and grandson of Late Ram Sahay Mahto and (2) Sri Dipanshu Kumar (UID No. XXXX XXXX 7031) Son of Sri Upendra Kumar and grandson of Late Krishna Mahto both by caste General (Koiri) [Uncovered under CNT Act 1908, by Occupation- Business, resident of 201/A2 Sangeeta Sinha Sadan, KusumVihar Road, No. 8 Morhabadi, P.S.- Bariatu, District- Ranchi, State- Jharkhand vide Registered Development Agreement Document No. 2022/RAN/\$822/BK 1/7913 Book No. BKI, Volume No.1054.from page no. 173 to 244 at Office of SRO Ranchi (hereafter called the "VENDOR/LANDOWNER") of the FIRST PART:

Aadayae Construction Pvt. Ltd.


Director

AND

_____, S/o _____,
Grandson of _____, by Faith- _____, by Caste- _____,
(Uncovered Under CNT Act 1908), by Occupation- _____, Resident of
_____,
P.S.- _____, District- _____ in the State of _____,
Indian Citizen (hereinafter called the "PURCHASER") of the **SECOND
PART**;

UID No. XXXX-XXXX-3285, PAN : _____, Mob. No.- _____

AND

AADAYAE CONSTRUCTION PVT. LTD. A company registered under the
Companies Act 1956, having its registered office at Shop No. 12A, Uttam,
Place, Bailey Road, Khajpura, Patna, Bihar- 800014, Branch Office at Sangeeta
Sinha Sadan, Kusum Vihar, Road No. 8, Morhabadi, P.S.- Bariatu, District-
Ranchi, State- Jharkhand represented through its authorized Director Sri
Upendra Kumar S/o Krishna Mahto and Sri Dipanshu Kumar S/o Upendra
Kumar, Resident of Sangeeta Sinha Sadan, Kusum Vihar, Road, No. 8,
Marhabadi, P.S.- Bariatu, District- Ranchi (hereinafter called the
"CONFIRMING PARTY/DEVELOPER") of the **THIRD PART**;

UID No. XXXX-XXXX-_____, PAN : _____, Mob. No.- _____

The expression "VENDOR/LANDOWNER", "PURCHASES" and
"CONFIRMING PARTY/DEVELOPER" shall unless repugnant to the subject
or context or especially excluded by shall always, mean and include their
respective Legal heirs, successors, administrators, legal representatives and
assigns.

The terms SINGULAR number shall include Plural and Vice-Versa,

The tem MASCULINE gender shall include feminine and neuter gender
and vice-versa.

The expression "VENDOR cum DEVELOPER", and "PURCHASER"
shall unless repugnant to the subject or context or especially excluded by shall
always, mean and include their respective Legal heirs, successors, executors,
administrators, legal representatives and assigns.

Aadayae Construction Pvt. Ltd.
Dipanshu Kumar
Director

The terms SINGULAR number shall include Plural and vice-versa.
The term MASCULINE gender shall include feminine and neuter gender and vice-versa.

WHEREAS land of R.S. Plot No. 16, 17 & 18 under Khata No. 162 situated at village Bariatu, Thana No. 193, P.S. Bariatu, District Ranchi was recorded as Gairmajurwa Malik under Khewat No. 16 Devi Dayal & others

AND WHEREAS the recorded tenant sold the said land to one, one Padmawati Devi @ Narsimha Devi by virtue of registered deed of sale entered in Book No. 1, Volume No. 45, Page 85 to 95 being No. 6511 dated 12.11.1960

AND WHEREAS the said Padmawati Devi also sold the said land to Kumar RudraPratapSinghdeo by virtue of registered deed of sale entered in Book No. 1, Volume No. 29, Page 57 to 62, Deed No. 1470 dated 12.02.1970

AND WHEREAS the said Kumar RudraPratapSinghdeo died leaving behind his son Kumar Yadvendra Narayan Singhdeo as his son and legal heir who came in possession and got his name mutated in the office of the Circle Officer, Town Anchal, Ranchi vide Mutation Case No. 251 dated 20.7.1988 and paid rent till disposal.

AND WHEREAS the said Kumar Yadvendra Narayan Singhdeo sold the land measuring 10 Katha of R.S. Plot No. 16, 17 & 18 under Khata No. 162 situated at village Bariatu Thana No. 193 P.S. Bariatu Dist. Ranchi to the present LANDOWNERS by virtue of registered, deed of sale vide Deed No 8536 dated 07.08.1990 and coming in peaceful possession as absolute owners thereof.

AND WHEREAS the said land was jointly purchased in the name of landowners along with their father Ambika Prasad Singh and mother Rampuri Devi but the said Ambika Prasad Singh and Rampuri Devi died leaving behind the LANDOWNER as their legal heir and successors 1. Gopal Shankar 2. Vijay Shankar Singh 3. Udayshankar Singh 4. Sanjay kumarsingh . who are coming in peaceful possession as absolute owner thereof.

AND WHEREAS the said LANDOWNERS have got their names mutated in the office of Landlord through Circle Officer, Town Anchal Ranchi.

Aadayaee Construction Pvt. Ltd.
Dipankar Kumar
Director

vide Mutation Case No. 1606/R-27/90-91 and paying till date whose name has been endorsed in Volume-5 Page No. 369 of Register-II (Receipt No. _____ dated _____). and also got its home mutated in Ranchi Municipal Corporation Holding No- 0040008064000Z0 under Old ward and New ward no. 4 Paying holding tax to the Ranchi Municipal Corporation and come in Peaceful possession on thereof as absolute owner.

AND WHEREAS the said land was jointly purchased in the name of the Landowners along with their father Sri Ambika Prasad Singh and mother Smt. Rampari Devi but the said Ambika Prasad and Rampari Devi died leaving behind the LANDOWNERS as their heirs and successors who are coming in peaceful possession as absolute owners thereof.

AND WHEREAS in terms of the Development Agreement in between LAND OWNER and DEVELOPER had agreed to share the 50% Residential area as well as 50% car parking/other area to the LAND OWNER and 50% car parking/other area to the Developer/Confirming Party in newly constructed "AMBIKA ENCLAVE" Apartment, Ranchi.

AND WHEREAS for the Development or widening of road in front of the above mentioned land the VENDOR has flat as strip of land measuring area _____ sq. meter. or _____ sq. ft. or _____ Decimal (more or less) from Rs. Plot No. 16, 17 and 18 under Khata No. 161 Area _____ Decimal more or less for Road/Widening and has donated the said strip of land to the state for the benefit of society as a whole, vide registered gist deed dated 30-11-2022 Deed No. _____ which was entered in Book No. BK1 Volume No. _____ from page no. _____ to _____.

AND WHEREAS in order to construct a building over the land mentioned above a building plan has been sectioned by the CEO, Ranchi Municipal Corporation, Ranchi vide BC case No. RMC/BP/0059/W04/2018 Sanction letter dated 15-02-2025 interrelia for the purpose of construction of Multistoried Building on the schedule 'A' Property.

AND WHEREAS after gifted the said land, the VENDOR is now absolute owner of R.S. Plot No. 16, 17 and 18, Khata No. 162 measuring area _____ decimal more or less out of _____ Decimal measuring area

_____ Decimal out of _____ decimal total area being _____ decimal of land more or less out 16.52 Decimal (10 Katha) hereinafter referred as the SAID PROPERTY which is morefully descried in schedule of property 'A' hereunder written.

AND WHEREAS a multistoried residential building was been constructed on and over the land descried in schedule 'A' below which is commonly and particularly known as "AMBIKA ENCLACE."

AND WHEREAS the VENDOR cum DEVELOPER offered to sale the flat No. _____ on the _____ Floor in "AMBIKA ENCLAVE" APARTMENT having Super Built-up Area _____ more or less with Car Parking space and cost of undivided proportionate share of land which the PURCHASER accepted the same and paid a sum of Rs. _____/- (Rupees _____) only as a consideration to which the VENDOR cum DEVELOPER does hereby confirmed as having received and acknowledged the same and delivered the complete peaceful physical possession over the Schedule "B" flat and undivided proportionate share of land _____ Sqft. to the PURCHASER with right to use, enjoy common facilities in full and final satisfaction of PURCHASER.

NOW THEREOF THIS DEED OF SALE WITNESSES :-

1. That in fact and circumstances aforesaid and in pursuance of the aforesaid agreement and in consideration of construction along with undivided share of land a sum of Rs. _____/- (Rupees _____) only paid by the PURCHASER to the VENDOR cum DEVELOPER and the receipt of which entire sum the VENDOR cum DEVELOPER does hereby admit and acknowledged for the same and every part thereof absolutely and forever release, acquit and discharge to the PURCHASER and the said flat, the VENDOR cum DEVELOPER does hereby irrevocably grant and transfer by way of absolute sale, assign and assure with undivided proportionate share in the landed property and _____ Sqft. Super Built-up area of Flat and Car Parking Space which is fully described in the Schedule "B" appended hereto below as part hereof which is denoted as distinguished to new holding No. _____ of Ranchi Municipal Corporation,

Ranchi, the said flat is hereto before was known called and numbered denoted is distinguished butted and bounded TOGETHER WITH undivided proportionate share of land and share of all right, title, interest, claim and demand at law and in equity of the VENDOR CUM DEVELOPER into and upon the said flat and every part thereof AND TOGETHER WITH all easements, benefits, advantages thereto belonging or anyway appertaining and known and reputed to belong and appertain thereto and also TOGETHER WITH unfettered right of user of Road, Passage, common amenities stairs in and around the compound of "AMBIKA ENCLAVE" APARTMENT TO HAVE AND TO HOLD as same UNTO AND TO the use of the "PURCHASER" absolutely and forever jointly.

2. That the common roof over the Top Floor shall be used for installation of Overhead Water Tank, Disc Antenna, etc, and also from time to time for visit by the technicians, Plumbers, lift-men and engineers etc. (appointed by the VENDOR CUM DEVELOPER and or the Unit holders' Association, Co-operative Society or a body formed by the occupants of the building), for the purpose of repairs and inspection of the lift/lift room, the Over head Water reservoir, Disc antenna etc. The roof right of proposed building will be neither saleable nor transferable but it can be used for the common enjoyment and benefit of all the occupiers of the buildings. In case of any additional construction (other than approved building plan) by the VENDOR Cum DEVELOPER within the permissible bye-laws limit prescribed in the Act in respect of the Schedule "A" Property, the Purchaser will have no right to raise any objection regarding the same.
3. The definition of Carpet area is taken as per provision of RERA Act.
4. That the PURCHASER accepted the occupancy of the said flat with full and final satisfaction without any grievances and also confirm that the VENDOR cum DEVELOPER has constructed and finished the said Flat / Apartment as per the specifications agreed between the parties by using the best workmanship and assured quality of materials and as per rules, regulations and standard. The PURCHASER has no claim, grievance, dispute, complaint, objection in the said flat / apartment with VENDOR CUM DEVELOPER.

5. That the VENDOR cum DEVELOPER does hereby covenant with the PURCHASER that the said property is free from all encumbrances, charges or liens whatsoever and the VENDOR cum DEVELOPER have the absolute right and have got a good, perfect and subsisting title over the said property to transfer the same. The PURCHASER has also checked and verified all the papers and documents connected with the land and had satisfied about the title of VENDOR cum DEVELOPER.
6. That the VENDOR cum DEVELOPER have not done any act, deed or thing whereby the property, hereby sold and transferred and conveyed expressed or intended so as to has been encumbered or whereby the VENDOR cum DEVELOPER hindered from selling, transferring or conveying the said share of land unto the PURCHASER in the manner aforesaid.
7. That the PURCHASER will or may at all times hereafter peacefully and quietly enter into upon and hold, possess and enjoy and realize rents, issues and usufructs thereof without any lawful eviction interruption, claim or demands whatsoever from or by the VENDOR cum DEVELOPER or any person or persons lawfully or equitably claiming from VENDOR cum DEVELOPER or interest from them or their predecessors in interest of title along with the right of common entrance and exit and other common facilities provided in the building along with other Co-sharers. That the undivided/ proportionate share of land area is calculated after the area left for road widening.
8. That it has been agreed between the VENDOR cum DEVELOPER and the PURCHASER that the PURCHASER shall have right to mutate her name in concerning office and pay directly to the authorities or till then jointly with the other PURCHASER of the building complex, the required House tax, Land Revenue, Water Tax, Electric Bill and other charges proportionately which shall become due in respect of the said flat in her occupation.
9. That, the PURCHASER hereby also agrees to abide by the rules and regulations whatsoever which shall be framed by the Managing Committee of Occupants of the flats for proper management of the affairs of the said Building Complex.

10. That the PURCHASER hereby covenants and agrees with the VENDOR CUM DEVELOPER and/or Maintenance committee of the building that the PURCHASER shall not carry on or allow any activity in her flat/building which may cause danger, annoyance or disturbance to the peaceful enjoyment of the respective possession of the other occupiers and the VENDOR CUM DEVELOPER and/or the Building Maintenance committee shall have absolute right to take appropriate action against the PURCHASER. That it has been agreed between the parties that the maintenance charge on unsold area of VENDOR CUM DEVELOPER share will start from the date of such sale of respective units.
11. That the PURCHASER hereby agrees and undertakes that the Flat shall only be used for residential purpose and the same shall not be used for any other purpose which is objectionable to the other Co-PURCHASERS / OWNERS of other Flats of the building or is in contrary to the purpose for which it has been obtained.
12. That the PURCHASER will have and enjoy the absolute proprietary right of the VENDOR cum DEVELOPER save and except that of demolishing or committing waste in respect of the said flat or building described in the Schedule "B" below in any manner so as to effect the other co-owners having other Flats area in the building acquired or may hereinafter purchase or acquire a similar property right as covered by this indenture.
13. That the PURCHASER will have all right to make any addition and alteration inside the area of the flat (except the area of toilets and kitchen/wash) and may make any decoration etc. as per her choice and requirement but shall not cause any damage to the main wall or basic structures of the building and shall not demolish the basic walls and pillars of the said flat or building upon which the building shall be standing and outer elevation of the flat or building shall not be changed. The PURCHASER shall not make any construction or encroachment in the common area provided for the common use of all the PURCHASERS or Occupants of the portions of the Building Complex.

14. That the VENDOR cum DEVELOPER shall have also the right to sell the remaining flat/parking and other space to the other interested PURCHASER and the flat Owners cannot raise any objection to the same.
15. That the PURCHASER shall have inheritable and transferable right in the Schedule "B" property and shall also be entitled to sell, mortgage, lease or otherwise alienate her right to any person.
16. That the PURCHASER undivided interest in the said land more fully described in the Schedule "A" hereunder shall remain joint for all times with the other CO-PURCHASER of the building complex and it is declared that the interest in land or soil shall be impartable.
17. That it will be liability of the PURCHASER to pay G.S.T, any taxes, duties, levies, surcharge etc. levied either by the State Government or by the Central Government or jointly by them previously, currently or in future on full or part of the Flat or on the undivided proportionate share of the PURCHASER' land and the PURCHASER hereby agree to keep the VENDOR cum DEVELOPER indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
18. That in case of any natural calamity or destruction of the building in future, the building may be reconstructed jointly by the Co-owners (PURCHASERS) who have and who may thereafter or hereto before have acquired by purchasing different flats in different floors and part thereof, having similar right, title and interest in the land of this building, the Co-owners shall pay and contribute the proportionate cost of her share in the building in her occupation for such reconstruction of the building if any arises in future.

SCHEDULE "A" (LAND)

All that piece and parcel of Land being portion of portion of R.S. Plot No.- 16, 17 and 18 admeasuring 15.55 Decimal out of 16.52 Decimal situated at Village Bariatu, Thana No.193, Thana- Ranchi now Bariatu, Municipal Holding No. 004008064000Z0 of old ward and New Ward no.- 4, District-Ranchi, State-Jharkhand which is bounded and butted as follows:-

North : R.S. Plot No.13
South : 20 feet wide Road
East : 20 feet wide Road
West : Sub Plot No. 16 and 17

SCHEDULE "B" (FLAT)

Flat No.- _____, having Super Built-up Area _____ Sqft. more or less corresponding to carpet area _____ Sq.Ft. more or less (which shown RED WASH in the map attached herewith and also part of this deed) on _____ Floor of the building commonly called as "AMBIKA ENCLAVE" constructed over Schedule 'A' property and one Car Parking space on the Ground Floor marked as number _____ along with undivided proportionate share of land _____ Sqft. (in R.S.Plot No. 16, 17 and 18 Sqft or _____ decimal more or less together with the right to use all common areas, common amenities and facilities in the said building "AMBIKA ENCLAVE" like stairs, water supply etc. which is butted and bounded as follows:

North : _____
South : _____
East : _____
West : _____

Details of Building as Follows :-

1. Whether Kutchha or Pucca : Pucca
2. If pucca, whether tiled or reinforced concrete : Reinforced concrete
3. Number of Storeys : B+G+3
4. The plinth area of each floor or storeyed in the building with area of each storey of floor : Flat No. _____
_____ Sq. Ft.
(S.B. Area)

CERTIFICATE

THIS IS TO CERTIFY THAT the land which is subject matter of these presents and mentioned in the Schedule is not the Government land. The same is neither acquired by the Government for civic or military purposes nor it is Bhoodan land. The land is outside from forest area limit and it does not belong to C.C.L., BCCL, or E.C.L.

It is further certified that it presently does not belong to Adivasi nor connected with any member of Scheduled Tribe, Scheduled Caste or Backward Class as notified under Section 46 (6) of the CNT Act 1908 and this land is free from Ceiling. It is not the land of any Temple, Math, Church or Mosque. It is also not the Khas Mahal or Khutkatti, Sarna, Masna, Hargarhi, Fodder Scam, Land Scam and it is also certified that the said property has not been mortgaged with any Institution.

IN WITNESS WHEREOF the VENDOR cum DEVELOPER have put their signature on this deed of sale after fully understanding the contents in presence of the witnesses on this the day month and year first above written.

WITNESSES:-

1.

Aadayae Construction Pvt. Ltd.
Dipanshu Kumar
Director

2.

Signature of the VENDOR cum DEVELOPER

Finger Impression of left Hand, Photograph & Signature of the PURCHASER



<i>Little Finger</i>	<i>Ring Finger</i>	<i>Middle Finger</i>	<i>Index</i>	<i>Thumb</i>

Certified that all the finger prints of left hand of the each person whose photographs are affixed in the documents have been taken in my presence.

Typed and Composing by :-

Drafted by

(.....)

Aadaya Construction Pvt. Ltd.
Dipanshu Kumar
Director