

THIS INDENTURE OF ABSOLUTE SALE is made on the day of 20.... (Two Thousand

BETWEEN

ABHISHEK SINGH RATHAUR CONSTRUCTION PRIVATE LIMITED, having its registered office at Flat No.-201, Guru Akansha Apartment, Jai Prakash Nagar, Bariatu Road, Ranchi, Jharkhand, PIN Code - 834009 through its Director **(1) ABHISHEK** S/o Anil Kumar Sinha, Grand son of Ram Naresh Singh, by caste- General (Not covered under CNT Act 1908), by faith- Hindu, by occupation-Business, resident of Flat No.-201, Guru Akansha Apartment, Jai Prakash Nagar, Bariatu Road, Ranchi, Jharkhand, PIN Code - 834009 Indian Citizen **(2) VISHAL RATHAUR** S/o Anil Kumar Sinha, grandson of Ram Naresh Singh, by caste- General (Not covered under CNT Act 1908), by faith- Hindu, by occupation-Business, resident of Flat No.-4B, Shobha Enclave, Vanvrindavan Colony, Boreya Road, District.-Ranchi, State - Jharkhand, Indian Citizen, Authority conferred u/s 5 (1) & (2) of Jharkhand Apartment (Flat) ownership Act, 2011 pursuant at Registered Development Agreement being Deed No. 7279/6557 which is entered in Book No. BK1, Volume No. 873, from page No. 99 to 308 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**;

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.

WHEREAS **SRI YOGESH CHANDRA AGARWAL (Landowner No. 1)** is the absolute owner and is in peaceful physical possession over land measuring an area of 231 Decimals equal to 139.755 Kathas more or less being portion of R.S. Plot No.- 900, under R.S. Khata No.-81 and an area of 127 Decimals equal to 76.835 Kathas more or less, being portion of R.S. Plot No.- 896, under R.S. Khata No.-66 situated at Village - Khatanga, P.S. -Sadar, P.S. No. 179, District - Ranchi within ward No. 2 of Ranchi Municipal Corporation, Ranchi.

WHEREAS **SRI GAURAV AGRAWAL (Landowner No. 2)** is the absolute owner and is in peaceful physical possession over land measuring an area of 26.10 Decimals equal to 15.79 Kathas more or less being portion of R.S. Plot No.- 895, under R.S. Khata No.-66 and an area of 146 Decimals equal to 88.33 Kathas more or less being portion of R.S. Plot No.- 901, under R.S. Khata No.-66 situated at Village - Khatanga, P.S. -Sadar, P.S. No. 179, District - Ranchi within ward No. 2 of Ranchi Municipal Corporation, Ranchi.

WHEREAS **APARAJITA REAL ESTATE PRIVATE LIMITED (Landowner No. 3)** is the absolute owner and is in peaceful physical possession over land measuring an area of 100

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Decimals equal to 60.5 Kathas more or less being portion of R.S. Plot No.- 895, under R.S. Khata No.-66 situated at Village - Khatanga, P.S. -Sadar, P.S. No. 179, District - Ranchi within ward No. 2 of Ranchi Municipal Corporation, Ranchi.

AND WHEREAS said land under R.S. Khata No.-81 and 66, situated at Village - Khatanga, P.S. Sadar, P.S. No. 179, District - Ranchi is recorded in R.S. Khatian in the name of

AND WHEREAS, the (1) land appertaining to R.S. Khata No.-81, Plot No.- 900, measuring an area of 39.627 Katthas equal to 65.50 decimals was acquired and purchased by Sri Yogesh Chandra Agarwal, Son of Late Girwar Charan Agarwal in the year 2005 from Sri Jagmohan Gope, Son of Chhotan Gope through registered deed of sale vide sale deed no.- 712/658 dated 11-01-2005, (2) land appertaining to R.S. Khata No.-81, Plot No.- 900, measuring an area of 30.25 Katthas equal to 50 decimals was acquired and purchased by Sri Yogesh Chandra Agarwal, Son of Late Girwar Charan Agarwal in the year 2005 from Sri Santosh Kumar, Son of Sri Lalu Saw through registered deed of sale vide sale deed no.- 749/694 dated 11-01-2005, (3) land appertaining to R.S. Khata No.-81, Plot No.- 900, measuring an area of 22.99 Katthas equal to 38 decimals was acquired and purchased by Sri Yogesh Chandra Agarwal, Son of Late Girwar Charan Agarwal in the year 2005 from Sri Santosh Kumar, Son of Sri Lalu Saw through registered deed of sale vide sale deed no.- 750/695 dated 11-01-2005, (4) land appertaining to R.S. Khata No.-81, Plot No.- 900, measuring an area of 23.292 Katthas equal to 38.50 decimals was acquired and purchased by Sri Yogesh Chandra Agarwal, Son of Late Girwar Charan Agarwal in the year 2005 from Sri Sanjay Gope, Son of Sri Meghnath Mahto through registered deed of sale vide sale deed no.- 751/696 dated 11-01-2005, (5) land appertaining to R.S. Khata No.-81, Plot No.- 900, measuring an area of 23.595 Katthas equal to 39 decimals was acquired and purchased by Sri Yogesh Chandra Agarwal, Son of Late Girwar Charan Agarwal in the year 2005 from Sri Manikchand Gope, Son of Late Jagdish Gope through registered deed of sale vide sale deed no.- 1131/1054 dated 17-01-2005, (6) land appertaining to R.S. Khata No.-66, Plot No.- 896, measuring an area of 76.835 Katthas equal to 127 decimals was acquired and purchased by Sri Yogesh Chandra Agarwal, Son of Late Girwar Charan Agarwal in the year 2006 from Sri Dileshwar Gope and Sri Dinesh Gope, both are Son of Late Mahavir Gope through registered deed of sale vide sale deed no.- 6616/5827 dated 24-04-2006, and he was put in Khas possession of the same with her independent right, title and interest.

AND WHEREAS, the (1) land appertaining to R.S. Khata No.-66, Plot No.- 895, measuring an area of 15.79 Katthas equal to 26.10 decimals was acquired and purchased by Sri Gaurav Agrawal, Son of Sri Yogesh Chandra Agarwal in the year 2005 from Sri Dileshwar Gope and Sri Dinesh Gope, both are Son of Late Mahavir Gope through registered deed of sale vide sale deed no.- 533/491 dated 08-01-2005, (2) land appertaining to R.S. Khata No.-66, Plot No.- 901, measuring an area of 88.33 Katthas equal to 146 decimals was acquired and purchased by Sri Gaurav Agrawal, Son of Sri Yogesh Chandra Agarwal in the year 2005 from Sri Dileshwar Gope and Sri Dinesh Gope, both are Son of Late Mahavir Gope through registered deed of sale vide sale deed no.- 7949/7290 dated 12-05-2005, and he was put in Khas possession of the same with her independent right, title and interest.

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AND WHEREAS, the land appertaining to R.S. Khata No.-66, Plot No.- 895, measuring an area of 60.5 Katthas equal to 100 decimals was acquired and purchased by Aparajita Real Estate Private Limited, a company incorporated under Companies Act 1956, through it's Director Smt. Jyoti Agrawal, wife of Yogesh Chandra Agarwal in the year 2014 from Sri Dileshwar Gope and Sri Dinesh Gope, both are Son of Late Mahavir Gope through registered deed of sale vide sale deed no.- 884/630 dated 05-02-2014, and she was put in Khas possession of the same with her independent right, title and interest.

AND WHEREAS the landowners desire to develop the area aforesaid mentioned in the Schedule- 'A' property by constructing a residential multistoried building namely "APARAJITA SPORTS CITY" over it on the conversion basis with the help of the developer **ABHISHEK SINGH RATHAUR CONSTRUCTION PRIVATE LIMITED**.

And whereas **Sri YOGESH CHANDRA AGARWAL (Landowner No. 1), Sri GAURAV AGRAWAL (Landowner No. 2) and APARAJITA REAL ESTATE PRIVATE LIMITED (Landowner No. 3)** all are Present landowners amalgamated their lands and entered into a Development Agreement being Deed No. 7279/6557 which is entered in Book No. BK1, Volume No. 873, from page No. 99 to 308 at office of SRO, Ranchi with Developer **ABHISHEK SINGH RATHAUR CONSTRUCTION PRIVATE LIMITED** to get said land developed by constructing multi-storied Building.

And whereas **ABHISHEK SINGH RATHAUR CONSTRUCTION PRIVATE LIMITED** constructed multistoried building " **APARAJITA SPORTS CITY** " over the land in question as per the plan sanctioned by Ranchi Regional Development Authority, Ranchi on **RRDA/AH/0219/2020 dated 20.10.2020**.

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 project " **APARAJITA SPORTS CITY** " forms part of the share of the DEVELOPER/FIRST PARTY 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 " **APARAJITA SPORTS CITY** " with **one car parking space** in the **Ground Floor/Basement**, 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:-

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 project commonly known as "**APARAJITA SPORTS CITY**" standing on the portion of Schedule-A land having permanent heritable and transferable Chhparbandi right and referred to hereunder the

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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 reputed 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 "APARAJITA SPORTS CITY" 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.
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.

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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 here before 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.
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

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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

The LANDOWNERS are owners of all that piece and parcel of Land measuring 6.301 acres equivalent to 630.10 Decimals equivalent to more or less 2,74,742 sq.ft./25,499.24 sq. Meter in R. S. Plot Nos. 900 under khata no. 81 and R.S. Plot Nos. 895, 896 and 901 under khata No. 66, all situated at Village-Khatanga, Revenue Thana No. 179, P.S.-Sadar, District-Ranchi. This area of Land is including an area equivalent to 11,525 sq.ft./1070.71 sq. meter which has been left for road partly abutting on the northern and western side of the land so as to provide road connectivity to the land from 2 sides.

Combined Boundary of Land :-

North :- Survey Plot No. 906, 819, 899, 898 and 897

South :- Survey Plot No. 869 and 895 Part

East :- Village Road

West :- Survey Plot No. 906, 905 and 902

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 "APARAJITA SPORTS CITY" with **one car parking space** in the **Ground Floor/Basement** 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	:	B+G+14
4.	Plinth area of floor	:	Area of the flat sold to the purchaser '..... sq.ft.'
5.	Year of construction	:	2022-2026
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)			

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.

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 CONSTRUCTION PRIVATE LIMITED**

Abhishek
 Director

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.

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:-