

**PROFORMA OF DEED OF SALE**

This DEED OF CONVEYANCE AND ABSOLUTE SALE is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ A.D. of the Christian era.

**BY AND BETWEEN**

**BANSAL BUILDERS AND DEVELOPERS**, a partnership firm, situated at 713, 7<sup>th</sup> Floor, Panchwati Plaza, Court Road, Ranchi, represented by one of its authorized Partner **Sri Jeet Pal Bansal**, son of Late Vijay Prakash Agarwal, grandson of Late Puran Chand Agarwal by faith Hindu, by caste – General (not affected by CNT Act 1908), by occupation - Business, presently residing at Harihar Singh Road, Morabadi, Ranchi,(Jharkhand) hereinafter referred to as the “**VENDOR/PROMOTER**” which expression shall unless excluded by or repugnant to the subject or context shall mean and include his/her respective legal heirs, successors in interest, executors, legal representatives, administrators, successors and permitted assignees of the FIRST PART (Indian Citizen);

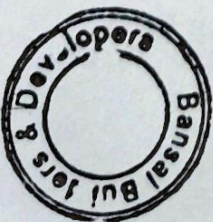
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**AND – IN FAVOUR OF**

**SRI/SMT.** \_\_\_\_\_ son / wife of \_\_\_\_\_, grand son/ grand daughter of \_\_\_\_\_, by occupation – \_\_\_\_\_, having by faith \_\_\_\_\_, by caste – General (not affected by CNT Act 1908), presently \_\_\_\_\_ residing \_\_\_\_\_ at \_\_\_\_\_

hereinafter called the “**PURCHASER**” (Allottee) (which expression shall unless excluded by or repugnant to the subject or context shall mean and include his/her respective legal heirs, successors in interest,



executors, legal representatives, administrators, successors and permitted assignees of the SECOND PART(Indian Citizen) ;

PAN - ..... Aadhar No.....  
Mob. - ..... Date of Birth .....

Whereas Shankar Roy is the absolute Owner of land measuring 24 (Twenty Four) Kathas 07 (Seven) Chhataks 09 (Nine) Sq.ft. i.e. 40.38 decimals being portion of Municipal Survey plot No. 2057 situated at Village Konka, P.S. Lalpur, Thana No. 198, District-Ranchi vide the sale deed no. 412 dated 20/1/97, registered will deed no. III-12 dated 20/02/97 and deed no. 12380 dated 23/07/09.

AND WHEREAS Sri Shankar Roy got his name mutated in the Circle Office , Town Anchal, Ranchi vide mutation case no. 122/R27 2022-2023 for an area of 21 kathas 12 Chataks 9 Square feet (more or less) i.e. (35.95 decimal) of land and also vide mutation case no. 124/R27 2022-2023 for an area of 2 kathas 11 Chataks (more or less) i.e. (4.43 decimal) totaling to 24 kathas and 07 chataks 09 square feet (more or less) of Land and paid the rent with respect thereto. That Sri Shankar Roy also got his name mutated at Ranchi Municipal Corporation vide holding no. 019000725700A2 and paid the rent with respect thereto.

A. AND WHEREAS while thus in peaceful possession of the Schedule A property .....constructed a multistoried commercial building over the said land morefully described in the schedule A below on this deed which is commonly known as ROY'S BANSAL SQUARE as per approved plan of RANCHI MUNICIPAL CORPORATION vide B.C. Case no RMC/BP/0440/W17/2022 dated .....

AND WHEREAS the purchaser approached the vendor and expressed his/her intention to buy a shop in the ..... floor of the building more clearly mentioned in the schedule B of this deed and offered to pay a sum of Rs. ..../- only as the highest consideration thereof.

AND WHEREAS as the rule framed by the state of Jharkhand the valuation is Rs..... Only.

AND WHEREAS in course and as a result of negotiations between the parties hereto the VENDOR has agreed to sell and the PURCHASER has agreed to purchase the said Shop No. \_\_\_\_\_



*Bansal Builders*

in the \_\_\_\_\_ floor more fully and clearly described in the schedule below for the reasonable and highest consideration of Rs. \_\_\_\_\_/- only.

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS:-

That in consideration of total sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) which has been paid by the PURCHASER to the VENDOR (the receipt of which sum is hereby acknowledges and admitted by the VENDOR), the VENDOR as owner do hereby grant, sell, convey, transfer and assigns to the PURCHASER free from all encumbrances whatsoever the property described in the schedule B with fixtures and all rights, easements and appurtenance to the said property hereby conveyed hereunder of the PURCHASER.

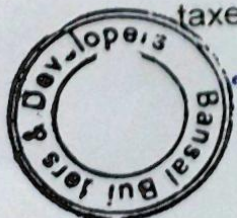
That the vendor has assured the PURCHASER that the property hereby conveyed is free from all kinds of charges of encumbrances and there is absolutely no defect in the title whatsoever. The vendor further assures that the vendor was in peaceful possession over the Shop No. \_\_\_\_\_ in the \_\_\_\_\_ floor and have full right to transfer the same unto the purchaser by way of sale, gift, mortgage by letting out the same in any person without any objections from any corner.

That the vendor has further assure that if due to either on account of defect in the title or encumbrances of or any other fault of the vendor, the purchaser or her successors is dispossessed from whole or part, the purchaser shall get back the entire amount of consideration money.

That the purchaser undertakes to abide by the rules and regulations made by the building owner and or by managing committee shall be responsible for the upkeep and maintenance etc. of the said \_\_\_\_\_.

That the purchaser shall have to pay all such charges for common facilities, services, repairs and maintenance of the \_\_\_\_\_ as determined by the owner directly or aforesaid managing committee such as maintenance cost of lifts, esclalators, common passage, electric bill, guard charges etc.

That so long as each part of \_\_\_\_\_ is not assessed separately for taxes and lavies the purchaser shall pay proportionate share of such



apartment as determined by the vendor or the managing committee (as the case may be) and shall be conclusive and binding on the purchaser.

That the purchaser shall neither keep itself nor permit any one to keep animals including dog inside the complex and area appurtenant to the complex.

That the purchaser shall not commit any nuisance in any part of the complex.

Not to throw any rubbish or store any articles of combustible goods in common parts.

Not to cause any nuisance or annoyance to the co-purchasers and or occupants of other portion of the building and shop/space.

Not to decorate or paint or otherwise alter the exterior of the said shop or common parts or the building in any manner save in accordance with the general schedule thereof as is or may be specified by the owner.

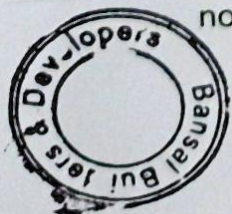
Not to claim any right in any other part of the building save as may be necessary for ingress and building save as may be necessary for ingress and egress of men, materials, utilities [pipes, cables and lines to be installed in the said unit and in particular not to claim any right to any parking space or store room or terrace save expressly granted.

Not to obstruct or raise any objection in case the proportionate undivided share in the land is reduced as per **RANCHI MUNICIPAL COPORATION, Ranchi**, rules and regulations, by reason of the owner and/or agreed to be constructed on the said land and not to obstruct or raise any objections or any nature whatsoever to such construction or any portion thereof.

To observe the rules framed by the developer owners and or such body which may be entrusted in this behalf by the developer and/or the vendor, regarding the manner of the use and enjoyment of the SHOP the common parts and land.

Not to damage the wall of the premises in question in any way whatsoever the purchaser will only be entitled to use the wooden planks for the purpose for interior decorations but it be made clear that no civil work will be allowed to be done and not to alter change or in

*JestparBansal*



any way disturb the present setting of the shutter fitted in the premises without consent of the developer and can change the main water supply or pumps.

That the purchaser shall not at any time demolish, damage his/her unit or any portion of the said project and also shall not make any addition of whatsoever nature to his/her unit. He/she may make modification of her choice according to the necessity in the interior of their space.

That after the possession of the shop is given to the allotted purchaser if any alteration/addition/ relating to the said project and thereafter required to be carried out at the instance of the Govt. Corporation or any other statutory authority the same shall be carried out by the purchaser individually of his/ her own cost as the case may be the vendor of the building shall not be responsible for the same.

That the unit will be strictly utilized for commercial purpose for which it is being to buyer as the case may be.

That unit shall mean any one shop with joint ownership of all common spaces and undivided proportionate share in land and walls by the buyer whenever the shop of any of these appear in the agreement it will be governed by schedule hereunder mentioned specifications.

The purchaser have right to use the common passage, roof, staircase, lifts, facility water supply, septic tank, power supply or any such facility which are for common utility and the purchaser have also full right and authority to sell gift, mortgage lease the schedule shop to anyone to their choice as absolute owner.

That the Developer shall take completion certificate from RANCHI MUNICIPAL COPORATION, Ranchi before handing the possession the Schedule B Shop to the purchaser.

That the vendor will be the owner of the roof/top of the building and to construct further floor provided the foundation of the building for the same and with due permission from RANCHI MUNICIPAL CORPORATION.

#### SCHEDULE 'A'

All that piece and parcel of land measuring 24 (Twenty Four) Kathas 07 (Seven) Chhataks 09 (Nine) Sq.ft. i.e. 40.38 decimals being portion of Municipal Survey Plot No. 2057 (less the area of land admeasuring 25.77



*Deepti...*

sq.mtrs. i.e. 277.28 sq.ft. i.e. 0.63 decimal (more or less) gifted to Ranchi Municipal Corporation vide registered deed no. 4307 dated 18/07/2022 at the office of District Sub-Registrar, Ranchi) under Old Ward No. 07, New Ward No. 17 of Ranchi Municipality (now Ranchi Municipal Corporation), Municipal Holding no. 019000725700A2 situated at Village Konka, P.S. Lalpur, Thana no.198, District - Ranchi butted and bounded as follows:

North : Swami Vivekanand Path (H.B. Road)  
South : House of Debnath Ganguly and Debasis Mukherjee  
East : Asutosh Apartment  
West : Shivam Complex

### SCHEDULE 'B'

(Description of the Property Conveyed)

All that \_\_\_\_\_ sq. ft. of the carpet area (more or less) corresponding to super built-up area \_\_\_\_\_ sq.ft. (more or less) being Commercial Unit numbered as Unit No. \_\_\_\_\_ on \_\_\_\_\_ floor in the 'SAID PROJECT' known as "**Roy's Bansal Square**" standing on and over portion Municipal Survey Plot No. 2057 situated at Village Konka, P.S. Lalpur, Thana no.198, District - Ranchi together with joint, undivided, impartable proportionate share in land of "SCHEDULE A" which comes to total \_\_\_\_\_ decimal butted and bounded as follows :-

NORTH : \_\_\_\_\_  
SOUTH : \_\_\_\_\_  
EAST : \_\_\_\_\_  
WEST : \_\_\_\_\_

### SCHEDULE 'C'

(COMMON AREAS)

1. Stair case on all the floors.
2. Stair case landing and lifts landing on all floors.
3. Lift well.
4. Lift plan installation.
5. Lift room (for one lift, second machine room less)



*JedpantBansal*

6. Bore well
7. Common passage and lobby, ramp on the basement.
8. Water pump, water tank, water pipes and other common plumbing installations.
9. Transformers, electrical wiring, meters, generator and electrical fittings.
10. Drainage and sewers.
11. Such other common areas equipment's installment fixtures and space in or about said building as are necessary for passage to the user and occupancy of the Unit in common.

#### SCHEDULE 'D'

1. Rights of easement and quasi easement of other co-purchaser/occupiers and full right and liberty in common with all other person entitled to like rights at all times by day in by right and for all purposes in connection with the use or enjoyment of the unit to go pass and pass over and along the common passage and common portion and through and along the main entrance of the building and staircases landing of the respective unit space full rights and liberty to other co-purchaser/occupiers to use the common portions of the said building for the purpose of redecorating and repairing their respective unit.
2. The right subjacent and lateral supports or shelter and protection from the pillars of the building and from the site and roof thereon.
3. The free and uninterrupted passage and running of water and gas and electricity iron and to the units cover drains, water cables pipes and wire to the said complex either existing to or be installed in future.
4. The right with servant workman and others at all reasonable times at notice (except in the case of emergency) to enter or into and upon other parts of the building for purpose of repairing, cleaning and for renewing any such cover, drains, water courses, cables, pipes and wire as aforesaid and laying down a new cover drain and water courses pipes.
5. The right with servants workman and other at all reasonable time no notice except in case of emergency to enter into and upon other portions of the building for the purpose of repairing, maintaining, renewing altering of the building the said unit or any part of the complex adjacent or lateral support shelter or protection of the unit.

*Self Signed*



## SCHEDULE 'E'

**(Proportionate share of expenses agreed to be shared by the purchaser)**

1. The expenses of maintaining and repairing, redecorating renewing at the main structures and in particulars the gutters , rain water pipes of the buildings, the gas and water pipes, drains electric cable wires and other means of communication in under upon the said building to be constructed and serving more then one shop, main entrance, passage, landing and stair cases of the building leading to the respective units in the said building.
2. The cost of cleaning and lighting passage, landing stair case, and other parts of the said building so enjoyed or used by the said purchaser in common with other unit holders and with occupiers as aforesaid and of keeping open portion etc. and to other parts of the said building in good condition and repairs.
3. The cost of decorating the exterior of the building.
4. All rates, taxes and outgoing payable in respect of the said building and of the same and / or any portions including the roof notwithstanding that such roof shall be property of the vendor with full right of the enjoyment use. Disposal thereof.
5. Cost of insurance, against THIRD PARTY risks in respect of the building if such insurance shall be at all taken out by owners, the higher charges and other expenses of renewed taxes if any incurred by the owner in respect of the said building or any portion thereof for shortage of refuse of the owners and occupiers of the said shop and and repair and renewing the dustbin or reused bin if provided at the said building.
6. All other expenses ,if any incurred by the owners for the maintenance and proper convenient and running of the said building.
7. Cost of installation and maintenance of the fire safety devices would be responsibility of the Shop/unit owners on pro-rate sharing basis.
8. Liabilities arising out of any accident in course of maintenance of the complex would be that of all Shop owners and not of builder.

*Deputy Engineer*



9. Cost of all the amounts become payable by way of premium unearned increase to the government RANCHI MUNICIPAL CORPORATION, Ranchi town planning, municipal authority or any other authority or authorities or any charge payable as betterment or development charge, fees/fines payable as betterment or development charges or any other tax or payment will being demanded from owner/developer.
10. The aforesaid property hereby conveyed by this Deed is not prohibited by govt. ie.. does not comes under the Government land, forest land, Bhudan land and any other govt. acquisition land and the Vendors and the Purchasers satisfied with the contents of this sale Deed.

**SCHEDULE 'F'**  
**MEMO OF CONSIDERATION**

Sl.No.	Cheque/RTGS/DD	Amount	Dated
1.			
2.			
3.			
<b>TOTAL</b>			

**WITNESSES:**

1.

2.

Photograph of Purchaser

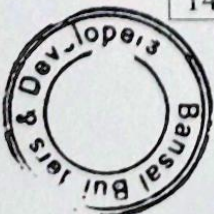
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*Jai Prakash*

## DETAILS OF CONSTRUCTION

1	Weather the building is Kacha or Pacca	:	Pacca
2	If it is Pacca then weather it is Khapra Posh or Conventional RCC roof	:	Reinforced concrete & concrete bricks
3	Number of Floors	:	Basement+G7
4	Total number of shops in the apartment		
5	Year of Construction		
6	Brief description and nature sanitary/electrical and other fittings in case of building and their equipment.		
7	Area of Shop No. ___ on ___ Floor of 'ROY'S BANSAL SQUARE' Carpet Area	:	- ___ sq.ft.
8	Area of Shop No. ___ on ___ Floor of 'ROY'S BANSAL SQUARE' Super Built up Area	:	- ___ sqft
9	Weather the building construction is used as residential/ commercial/ or industrial	:	Commercial
10	10 (i) If on rent the amount of annual rent (ii) Built up area of Shop (iii) Proportionate share of undivided area of land and percentage of undivided interest		N/A
11	Cost of shop (super built up area)	:	Rs. _____/-
12	Cost of proportionate undivided share of ..... decimals		Rs. _____/-
13	Cost of reserved car parking of 100 sq ft	:	Rs. _____/-
14	Annual rent of proportionate	:	Rs. _____/-



*Bansal Builders & Developers*

	undivided share in land		
15	The map attached with the schedule shall be part of this sale deed	:	Yes
16	Certified that the land is not prohibited by govt. ie.. does not comes under the forest land, adivasi land, Bhudan land, Keshere Hind , Gairmajaruwa Land, ceiling and govt. acquisition land and the Vendor/vendors and their property does not come under any reserved class under the C.N.T. Act.	:	Free from all encumbrances.

Certified that the finger prints of the left hand of the VENDOR and the PURCHASER, whose photograph is affixed in the document have been duly obtained by me or before me, and the deed has been printed by me as per draft given by the parties:-

Advocate Ranchi



*Jeevan Kumar*