

SALE DEED

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THIS DEED OF ABSOLUTE SALE made this day of
 BETWEEN

SHANTI HARI TOWER & VINIYOG PVT. LTD, (PAN AAFCS 0289R) through its Director SRI UDAY SHANKAR, (UID No. 3690-5105-5142), son of Sri Shyamji Singh, Grand Son of Late Pradeep Singh by faith- Hindu, by caste- Bhumihar, by occupation- Business, having its office at 216, Hari Om Tower Commercial Complex, Lalpur, Ranchi, P.S.- Lalpur, District- Ranchi, hereinafter referred to as the “BUILDER/ DEVELOPER-VENDOR” (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its successors and/or successors-in-office and/or interest) of the ONE PART;(mob- 9199989888)

AND

....., (PAN) (UID No.) son of....., Grand Son of , by faith-....., by caste-, by occupation-....., resident of Street/Road/Lane-, Indian Citizen, hereinafter referred to as the “PURCHASER” (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include his legal heir, representative, successor-in-interest, administrator and assign) of the OTHER PART; (MOB:)

WHEREAS, the Land Owner Sri Govind Lall Agarwal in total owned and possessed land admeasuring 2 Acre 7 decimal land in khata no. 74, plot no. 252, 253 & 254, Mouza – Muramkala, Thana No. 91, Ramgarh vide Sale deed No. 7780 dt. 05.10.1974 morefully described in First Schedule below;


AND WHEREAS, the said Land Owner were interested for development of the said land and accordingly on approach made by the FIRST PARTY Promotor herein, a registered Development Agreement being no. **2025/RAM/1811/BK1/1773** dt. **02.09.2025** in Khata no. 74, plot no 252 out of the total 1 acre 70 decimal land only 68.52 decimal of land was given for construction of the Commercial Building, was entered by and between the land owners and the BUILDER herein;

AND WHEREAS, the map of the building has beensanctioned by **Ramgarh Nagar Parishad** vide **Building plan Case no - RNP/BP/0052/W31/2025** dt. **14.08.2025** in the name of land owner; for the multistoried buildings to be constructed on the Schedule “A” of the property (hereinafter for the sake of brevity called as the “Project”) which is named as “**HARI OM TOWER IVY**”.

AND WHEREAS, the Promoter herein got the said projectregistered under the Provisions of RERA at Ranchi being registration no.....

AND WHEREAS in accordance with the said approved buildingplan, which the DEVELOPER has obtained approvals for the Project from the Competent Authority – **Ramgarh Nagar Parishad**, The DEVELOPER/promoter agreed and undertakes thatit shall not make any changes to these layout plan except in strict compliance with the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to “RERA”) and other laws applicable viz. Jharkhand Building Bye-laws.

Shanti Hari Tower & Viniyog Pvt. Ltd.


 Director

AND WHEREAS in accordance with the said approved plans the Developer/Promoter has undertaken development of the said land described in the SCHEDULE "A" hereto by constructing thereon the said multi-storied residential apartment complex "**HARI OM TOWER IVY**"

AND WHEREAS in terms of the afore stated Development agreement, several residential units, car parking spaces, common area, proportionate undivided share in land attributable to each residential unit are the allocation of the Developer/Promoter on conversion-cum-Ownership basis as inherent and recorded in the said Development Agreement. These presents relates to the allocation of Developer/Promoter.

AND WHEREAS by virtue of allocation of constructed area of the said Building the DEVELOPER is fully empowered to deal with and/or sell the Units and/or Units of the said Building in favour of the intending Purchaser and/or Purchasers and to receive the entire consideration amount of their share;

AND WHEREAS the unit being FLAT NO.....in FLOOR in the said building and one car parking space in the Ground Floor subject matter of this present has been exclusively allotted to the DEVELOPER who is free to deal with the same in the manner as it may deem fit and proper;

AND WHEREAS the PURCHASER who is desirous of purchasing Unit numbered as FLAT NO., having carpet area Sq. Ft. in the BASMENT FLOOR of the said building "....." and one car parking space in the Ground Floor of the building has negotiated with the VENDOR and the DEVELOPER and an agreement for sale was entered on and on negotiation, the VENDOR-DEVELOPER has agreed to sell to the PURCHASER the said Unit, i.e., FLAT NO., having Carpet area Sq. Ft. in FLOOR of the said building "....." and one car parking space in Ground Floor together with proportionate, joint, impartible undivided share in the land described in BASMENT Schedule and all amenities and common enjoyment and beneficial use and all easements and inheritance thereto more fully and particularly described below at and for a total consideration of Rs. Free from all encumbrances, charges, lis, let, liens and demands whatsoever, and forever and that PURCHASER has agreed to purchase the same at the said price free from all encumbrances, charges, lis, let, liens and demands;

AND WHEREAS the VENDOR herein in terms of the said Development Agreement is also conveying the undivided proportionate, impartible, indivisible share in the land underneath the said building appertaining and or attributable to the said Flat apart from the FLAT in question and is entitle to receive the entire CONSIDERATION from the PURCHASER and the PURCHASER is fully discharged from the obligation of making payment of the same to the LAND OWNER;

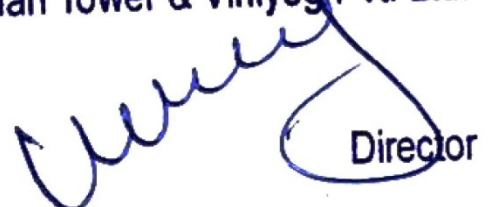
AND WHEREAS the covenants, stipulations and restrictions set out hereunder and in the schedule hereto shall be binding upon the PURCHASER herein and upon each co-Purchaser of their respective flats and the LAND ONWER and the DEVELOPER shall impose the same covenants stipulations and restrictions upon the future purchasers upon every future sale by them of their respective flats in the said building to the intent that any purchaser for the time being of any flat in the said building may be able to enforce the observance and performance of the said covenants, stipulations, restrictions, terms and conditions for the time being of the other flats therein;

AND WHEREAS the PURCHASER has made inspection of papers and documents relating to the said property and became fully satisfied with regard to the title of the LAND OWNER and the DEVELOPER herein in respect of the said flat;

AND WHEREAS in view of what is stated hereinabove the PURCHASER herein has approached and requested the DEVELOPER-VENDOR herein to execute and register the Deed of Sale in respect of the said flat morefully described in the Second Schedule stated hereunder subject to however covenants, stipulations restrictions and terms and conditions as stated hereunder;

NOW THIS INDENTURE WITNESSETH as follows:-

Shanti Hari Tower & Viniyog Pvt. Ltd.


Director

1. **DEFINITIONS :**

ARCHITECT means the person for the time being appointed to act as architect both in relation to the said Building Complex and for the purposes of this agreement.

ASSOCIATION shall mean the Organisation of the Owners of the Flats formed for the common purposes for management and maintenance of the said Building.

COMMON AREAS shall mean and include those areas of the said Building that are not allotted to a particular Purchaser but are available for common use and enjoyment by all the Purchasers, Occupiers and Visitors.

COMMON FACILITIES shall mean and include those facilities provided by the DEVELOPER and are available for common use and enjoyment by all the Purchasers, Occupiers and Visitors.

COMMON EXPENSES shall include all expenses to be incurred by or on behalf of the flat holders for the maintenance and upkeep of the said building.

COMMON PURPOSES shall mean and include the purposes of managing and maintaining the said building in particular dealing with the matters of common interest of the flat holders and relating to their mutual right and obligations for the most beneficial use and enjoyment of their respective flats exclusively and the common areas in common.

DEVELOPER shall mean SHANTI HARI TOWER & VINIYOG PVT. LTD.

BUILDING shall mean constructed areas comprising of multistoried building known as together with the common areas facilities and amenities to be provided by the VENDOR and the DEVELOPER therein.

SAID FLAT/UNIT shall mean All That the Flat more fully described in the Second Schedule hereunder written.

FLAT HOLDER shall mean the persons who have for the time being agreed to acquire or have acquired any flat or flats in the said Building.

FLAT OWNERS ASSOCIATION shall mean the Association responsible for carrying out the management, administration and maintenance of the said Building and the PURCHASER herein shall pay the proportionate costs charges and expenses as maintenance charges in respect thereof;

PLAN shall mean the plans, drawings; specifications sanctioned by the appropriate authorities of the Ranchi Municipal Corporation for construction of the said Building and shall include all modifications if any and alterations thereof.

ENTIRETY OF THE SAID PREMISES shall mean All That the piece and parcel of land being R.S. Khata No., R.S. Plot No., Khewat No., Thana No....., village-, District- Ranchi measuring an area of Decimals, be the same a little more or less within ward no. 33 of Ranchi Municipal Corporation, Ranchi morefully described in the BASMENT Schedule hereunder written.

PURCHASER shall mean

- i) in case of individual his/her heirs, executors, administrators and legal representatives;
- ii) in case of partnership firm the partners for the time being of the said firm and each of their respective heirs, executors, administrators and legal representatives;
- iii) in case of a company its successors and/or successors-in-interest;
- iv) in case of Hindu Undivided Family its Karta and Co-parceners and/or members for the time being of the said Hindu Undivided Family and each of their respective, heirs, executors, administrators and legal representatives.

Shanti Hari Tower & Viniyog Pvt. Ltd.


Director

CARPET AREA shall mean the saleable area as per law.

LAND OWNER shall mean (1).....

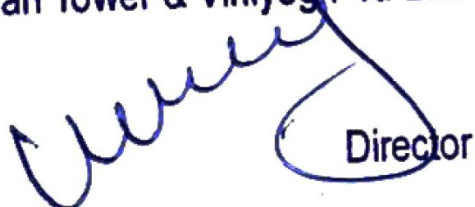
UNDIVIDED SHARE shall mean the proportionate, impartible, undivided share in the land underneath the said multistoried building known as

NOW THIS INDENTURE FURTHER WITNESSETH that in pursuance of the said agreement dated and in consideration of Rs....., paid by the PURCHASER to the DEVELOPER, the receipt whereof the VENDOR-DEVELOPER does hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release, absolve and discharge the PURCHASER from all claims in regard thereto and every part thereof, the DEVELOPER-VENDOR herein do hereby transfer, convey, grant sell and assign absolutely and forever TO AND UNTO the PURCHASER free from all encumbrances, charges, lien, lis, let, attachment, demands the said all rights, title and interest of the Land Owner and the DEVELOPER in and over the property, i.e., unit marked as Flat No. having Carpet area Sq. Ft. in theFLOOR in the said multistoried building "....." and one car parking space in the Ground Floor of the said building together with proportionate, joint, impartible, undivided share of land i.e. sq. ft. out of the land being R.S. Khata No., R.S. Plot No., Thana No , village-, District-Ranchi and all amenities and common enjoyment in the building morefully and particularly mentioned and described in the "BASMENT Schedule" and all annexures, tenements, hereditaments, privileges, appendages, appurtenances, whatsoever, belonging to or appertaining to the said property and every part thereof or which with the same now are at any time or times hereto before held as parcel thereof and appurtenant thereto AND all rights, title, interest, demand and claims and all rights of easements of the LAND OWNER and VENDOR-DEVELOPER INTO AND UPON the said property, hereby sold, granted, conveyed, transferred and assigned UNTO and TO the PURCHASER absolutely and forever, free from all encumbrances, charges, claims, demands lis, let, attachment whatsoever and the PURCHASER shall at all times hereinafter be entitled to hold, possess and enjoy the same in permanent heritable and transferable right in the manner as desired by him as absolute owner thereof;

THE VENDOR-DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER as follows:-

- A. That notwithstanding any act deed or thing by the DEVELOPER done executed or knowingly suffered to the contrary, the DEVELOPER are lawfully entitled to and/or absolutely seized and possessed of the said flat and have good right full power and absolute authority to transfer by way of sale the same unto and to the use of the PURCHASER in the manner aforesaid.
- B. That the PURCHASER shall and may at all material times hereafter peaceably and quietly possess and enjoy the said flat and receive the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever from or by the LAND OWNER and/or DEVELOPER or any person or persons lawfully claiming from under or in trust from them.
- C. That the said flat is free and clear and freely and clearly and absolutely and forever released and discharged or otherwise by the DEVELOPER and well and sufficiently saved kept harmless and indemnified of from and against all former and other estate, title, charge and encumbrances whatsoever made executed occasioned or suffered by the DEVELOPER or any other person or persons lawfully claiming or claimed by from under in trust from them.
- D. The DEVELOPER shall from time to time and at all times hereafter at the request and costs of the PURCHASER do and execute all such further and other lawful and reasonable acts, deeds, things, matters, conveyances and assurances in law for the better further and more perfectly and absolutely granting the said flat hereby granted and sold UNTO and TO the PURCHASER in the manner aforesaid as the PURCHASER or his counsel in law shall reasonably require.
- E. The DEVELOPER shall at all times hereafter at the requests and costs of the PURCHASER produce or cause to be produced all the original Title deed and documents in respect of the said building, for evidencing the title and also to furnish to the PURCHASER copies of or extracts from the said Deeds and documents and shall in the meanwhile keep the same safe and obliterated.

Shanti Hari Tower & Viniyog Pvt. Ltd.


Director

F. The DEVELOPER hereby confirm to have delivered peaceful and vacant possession of the said flat to the PURCHASER with full satisfaction of the PURCHASER.

G.

THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR-DEVELOPER as follows:-

- a. To pay proportionately both Owner's and Occupier's share of municipal rates and taxes assessments outgoings or any other rates/taxes/levies assessments, outgoings that may be levied in future on the said flat and/or the land and/or the building at the said building.
- b. To pay electricity charges in his name on due dates regularly and punctually without default.
- c. To pay the proportionate share for maintenance charges towards common services provided in the said building for the use/benefit of the PURCHASER and/or Co- PURCHASER of the other flat/flats. The PURCHASER shall pay to the DEVELOPER the maintenance charges at a rate as fixed per month of such proportionate costs on account of overhead expenses and/or service charges till such time the Maintenance Organization is formed by the Developer and till such time the Developer shall manage and carry on maintenance of the building.
- d. The PURCHASER agreed that after completion of building, the DEVELOPER shall initially form Maintenance Agency and members thereof for the said period shall be selected or nominated by the DEVELOPER alone and the PURCHASER shall not raise any objection to this and have consented for such selection or nomination.
- e. That it is agreed that unsold unit of DEVELOPER shall not be charged maintenance till the same is sold and/or occupied whichever is earlier.
- f. The PURCHASER shall not keep nor store in the said flat any inflammable or combustible articles or any other similar articles giving an offensive smell.
- g. Not to do anything in connection with the use and enjoyment of the said flat whereby the Owners and/or occupiers for the time being of other areas in the said building are prejudicially affected.
- h. Not to throw or deposit any rubbish garbage or refuse otherwise than in the containers provided therefore or dismantled building materials in any common parts save and except an area specified.
- i. Not to do anything which will cause any nuisance or annoyance to the co- purchaser and/or occupants of other portions of the building and/or the flat.
- j. Not to use or allow use of the said flat for any purpose other than for quiet and decent purpose.
- k. Not to decorate or paint or otherwise alter the exterior of the said flat or common parts of the building in any manner save in accordance with the general scheme thereof as may be specified. The PURCHASER in any circumstances cannot change/damage/alter the outer structure of the Flat/unit hereby sold or building and is not permitted to change the colour scheme of the outer portion building.
- l. Not to do anything whereby the other co-purchaser are obstructed in or prevented from quiet enjoyment of their respective flats and jointly of the common parts.
- m. Not to claim any title and interest in the roof of the building and in any part of the building other than the flat purchased.
- n. Not to claim any additional right other than undivided proportionate impartible share in the land underneath the building.
- o. To keep the said flat in a good state of repairs and conditions.
- p. Not to keep any goods in the common corridor or common area which shall always be kept free and no agent or servants, employees of the PURCHASER shall be entitled to stay and/or sleep in the common area.
- q. No animals, rabbits, livestock or poultry of any kind or Dogs, Birds, Cats and other household pets etc. shall be allowed to be kept by the PURCHASER in his flat and/or in the common Areas or Open Spaces of the said building.
- r. The PURCHASER shall observe and comply with all the rules and regulations framed by the DEVELOPER or flat owners Association for the time being of the said building.
- s. The PURCHASER shall not obstruct the DEVELOPER and/or flat owners Association from carrying out any obligations and/or duties for the maintenance of the said building or any common parts or utilities.
- t. Not to install any individual generator in the flat and/or common areas of the said building however the flat owner can install inverter for his unit.
- u. To permit surveyors or agents of the SHANTI HARI Real Estate and Consultancy Association with or without workmen at all reasonable time to enter upon the said flat and every part thereof to view the state and conditions thereof.

SHANTI HARI Tower & Viniyog Pvt. Ltd.

Director

- v. The PURCHASER is not allowed or permitted to change the basic structure of the Flat nor have any right to change the design of balcony, lobby, washroom, Toilet, Pan, etc. If the Purchaser make changes resulting into leakage in wall, seepage in floor or wall or damage to floor which causes damage to building or inconvenient to other purchaser of units in the said building, then the PURCHASER shall be solely responsible to cure the said damage or pay the entire charges for fixing such damage or pay the penalty.
- w. Not to park or allow its car to be parked in the pathway or in the open spaces of the building or at any other place at the said building except at the space allotted to him;
- x. So long as each Flat in the building is not separately assessed, the PURCHASER shall be liable to pay the proportionate share of all the rates and taxes assessed on the entirety of the said building and such proportion to be determined by the DEVELOPER on the basis of the area of the said Flat;
- y. In case of any natural calamity or destruction of the building in future, the building may be reconstructed jointly by the co-owner (purchasers of the Flats in the building) who may hereafter or hereto before have acquired by purchasing different flats of the said building, having similar right, title and interest in the land of the building. The co-owners shall pay and contribute the proportionate cost of their share in the building in his/their occupation for such reconstruction of the building, if any, arises in future.
- z. That the PURCHASER is fully satisfied with the right, title, workman ship of the building and the fittings and materials used in the said building and have no complain regarding construction and material used in the building and also with regard to the proportionate share in the building. No complaint whatsoever can be raised by the PURCHASER after lapse of one year from the date of this deed of sale.

THE BASMENT SCHEDULE ABOVE REFERRED TO

ALL THOSE several pieces and parcels of land comprised within R.S. Khata No., R.S. Plot No., Thana No., village-, District- Ranchi measuring an area of decimals, be the same a little more or less in, which is butted and bounded as under:-

NORTH -
 SOUTH -
 EAST -
 WEST -

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT the Unit i.e. FLAT No. on Floor of the said building admeasurements carpet area Sq. Ft. and one car parking space car on the Ground Floor of the said building, delineated in the Map attached herewith and shown in "RED" wash thereon, together with undivided proportionate impartible share i.e..... sq. ft. in the land underneath the said building known as morefully described in the BASMENT Schedule hereinabove appertaining and or attributable thereto with right to use and enjoyment of the common areas and facilities attached therewith. The flat subject matter of these presents its butted and bounded as follow :-

NORTH-
 SOUTH-
 EAST-
 WEST-

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Director

CONSTRUCTION EXISTS

1. One unit i.e. FLAT NO. in BASMENT Floor of the Multi storied Building known as “.....”.
2. Carpet areasq. ft.
3. Constructed in the year vide Building Plan case No.....
4. Constructed by brick-cement mortar, having R.C.C. roof (being sold without roof Right).
5. Tiles floor.

6. Having wiring for electricity.
7. For Residential use.
8. Not on lease or rent.

VALUATION

Value of Construction	Rs.	
Value of land (..... Sq. Ft.)	<u>Rs.</u> Total	Rs.
(Rupees..... only)		

(RIGHTS AND EASEMENTS EXCEPTED AND RESERVED)

- a) The right in common with the Owners and occupiers of for the time being of the other flats of the said building and all others having the like right to use for the Purposes of access to and egress from the said flat the entrance, staircases, landings and lift in the said building and such of the passages therein.
- b) The right with or without workmen and necessary materials to enter from time to time upon the said Flat but without causing any undue inconvenience to occupants thereof for laying pipes drains wires and conduits as aforesaid and for the purpose of repairing including inspection if necessary thereof.
- c) A right of protection for the said flat by other portion or portions of the said building by all parts of the said building.
- d) A right to attach to the joint immediately above the said flat ceilings for the various parts of the flat of the said building and right to do such things affecting such joist as may be necessary in the repair and replacement of such ceilings.

(RIGHTS AND EASEMENTS ATTACHED)

- a) The PURCHASER shall be entitled to all privileges and rights including right of vertical and lateral support easements quasi-easements appendages and appurtenances whatsoever belonging or in any way appertaining to the said Flat.
- b) The PURCHASER and his Servants, Agents, Employees and invitees shall have the right of access in common with the Owners and occupiers for the time being of the other flats at all times and for domestic purposes connected with the use and enjoyment of the said flat and common parts provided always.
- c) The PURCHASER shall have the right of protection of the said flat by or from all parts of the said building so far as may be necessary including right of support both vertical as well as lateral and right of passage in common as aforesaid of electricity, telephone, water and soil from and to the said flat through pipes, drains, wires and conduits being in under through or over the said building or any part thereof so far as may be reasonably necessary for the beneficial occupation and enjoyment of the said flat.

(COMMON PARTS) – Common to the Co-Owners

1. Common paths, passages, drive ways and main entrance to the said premises and the multistoried building.
2. Common Boundary walls and main gates.
3. Drainage and sewerage and all pipes and other installations (except only those as are installed within the exclusive area of any flat).
4. Electric installation and its room and/or meter room, Generator area and all electrical wiring and other fittings (excluding only those as are installed within the exclusive area of any flat).
5. Attendant's room, if any, for the management of day today affair of the said Building.
6. Stair cases, stair case landings and/or mid-landing on all the floor without roof right of the building.
7. Lobbies on all the floors of the building except the roof.
8. Water tanks without roof right, tube well and its installations, water reservoir tanks and all plumbing installations for carriage of water (save and except those as are exclusively within and for use any flat office).

Shanti Hall Tower & Vinyog Pvt. Ltd.


Director

9. Lift along with lift well, lift machine room without roof right and all other electrical wiring, machinery and fitting if any.
10. Such other common parts, areas equipment or installations fittings and fixtures in or about the said building as are necessary for passage, drive ways to and/or user of the flats in common by Co-owners.
11. Fire Fighting System.
12. Electrical Installations.
13. Common Electric connection for common area.
14. Open area of the said building.

(Common Expenses)

1. All costs of maintenance, operating, replacing, repairing, white washing, painting, re-decorating, rebuilding, reconstructing and lighting the Common portions in the said building including the outer walls of the said building.
2. The salary of all persons employed of the common purposes including darwans, security persons, gardeners, sweepers, plumbers, liftmen, electricians, list operators, pump operators etc. if any.
3. All charges and deposits for supplies of common utilities to the Co-owners in common.
4. Municipal taxes, water taxes and other levies in respect of the said building save those separately assessed.
5. Cost of running, maintenance, repair and replacement of generator, lift, transformers (if any) pumps.
6. Electricity charges for electric energy consumed for the operation of the common services.
7. The office expenses incurred for maintaining an office for common purposes.

MEMO OF CONSIDERATION

Instrument No.	Date	Drawn On	Amount(in Rs.)
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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 was neither acquired by the Government for civil 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., B.C.C.L OR E.C.L.

It is further certified that the land does not belong to Adivasi nor connected with any member of Scheduled Tribe and this land is free from Ceiling.

It is also not the Khas Mahal, Khuntkatti, Sarna, Masna, Hargarhi, Fodder scam, Land scam. That the said land has not been mortgaged with any institution.


IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hands and seals the day, month and year BASMENT above written hereof.

SIGNED SEALED AND DELIVERED by the VENDOR and DEVELOPER at RANCHI in the Presence of :- WITNESSES

1.

Shanti Hari Tower & Viniyog Pvt. Ltd.

DEVELOPER


Director

2.

PURCHASER

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TYPED BY

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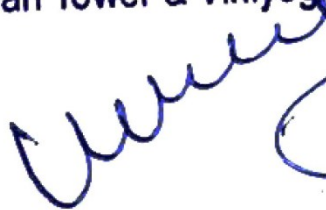
LEFT
RING

LEFT
LITTLE

(PURCHASER)

Certified that the fingers print of left hand of each person whose photographs are affixed in this document has been obtained before me.

Shanti Hari Tower & Viniyog Pvt. Ltd.


Director