

Draft

DEED OF ABSOLUTE SALE OF OWNERSHIP

THIS DEED OF ABSOLUTE SALE OF OWNERSHIP is made on this the
_____ day of _____, Two Thousand _____ By & Between,

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1. _____ son of _____
by faith _____, by caste _____, by occupation _____, resident of _____
Sub Division and District Sub Registry
Office and District Dhanbad (Jharkhand) hereinafter called and referred to as the
VENDORS/LAND-OWNERS (which expression shall unless excluded by or
repugnant to the context be deemed to mean and include their heirs, executors,
administrators, legal representatives and assigns) of the *FIRST PART*. [Above
'land owners/vendors' are represented by their constituted Attorney
1. _____ [Aadhaar No. _____] son of
_____ resident of _____ District
Dhanbad (Jharkhand) 2. _____ [Aadhaar No. _____]
son of Sri _____ resident of _____, Dhanbad P.S.
& District Dhanbad (Jharkhand) 3. **SRI** _____
[Aadhaar No. _____] son of _____
resident of _____ District Dhanbad (Jharkhand) by
virtue of registered General Power of Attorney being No.IV-____ for _____
registered at Dhanbad District Sub Registry Office].The land owners are alive and
the aforesaid general power of attorney is not revoked till today.

A N D

M/S ROYAL BUILDING INDIA, a partnership firm having its office at Hirapur,
Dhanbad P.S. Dhanbad, Sub Division and District Sub Registry Office and District
Dhanbad (Jharkhand) represented through its partners
1. _____ son of _____ resident of _____
District Dhanbad (Jharkhand)
2. _____ son of Sri _____ resident of _____
Dhanbad P.S. & District Dhanbad (Jharkhand)

3. _____ son of _____ resident of _____ District Dhanbad (Jharkhand) hereinafter called and referred to as the **VENDOR/DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its executors, administrators, legal representatives and assigns) of the **ONE PART**. [PAN-_____]

AND: IN FAVOUR OF

_____ [Aadhaar No. _____] [PAN- _____] son of / wife of Daughter of Sri _____ by faith _____, by caste So _____, by occupation _____, residing at _____, Sub Division and District Sub Registry Office and District _____ - (Jharkhand) hereinafter called and referred to as the **PURCHASER(S)** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/their heirs, executors, successors, administrators, legal representatives and assignees) of the **OTHER PART**. [Indian Citizen]

WHEREAS, _____ landowner/vendor purchased _____ Decimals of lands in Plot No. _____ bearing Khatian No. _____ in Mouza _____ Mouza No. _____ P.S. Saraidhela District Dhanbad by a registered Deed of Sale No. _____ dated _____ from Sri _____ registered at Dhanbad District Sub Registry Office.

AND WHEREAS the vendors/landowners entered into an agreement with the developer, M/s _____, on _____th day of _____ for

development of _____ Decimals of lands in Plot No. _____ bearing Khata No. _____ of Mouza _____ Mouza No. _____ P.S. Saraidhela District Dhanbad morefully described in the schedule "A" below and to construct a multistoried residential cum commercial building over the said land.

AND WHEREAS said M/s _____/the developer on the basis of development agreement dated _____ has started constructing of a multistoried building comprising different flat/unit/shop of different built up area, parking space etc. on the schedule "A" land as per approved plan of DMC vide Approval No. _____ (Letter No. _____ dated __/__/____) which is commonly known as "**ROYAL ENCLAVE**".

AND WHEREAS the purchaser(s) above named approached the vendor/developer and expressed his/her/their desire to purchase a Flat in the _____ Floor being Flat No. _____ in the said apartment morefully described in the Schedule "B" hereto on the ownership basis.

AND WHEREAS in course and as a result of negotiations between the parties hereto the vendors/developer hereto agreed to sell and the purchaser(s) hereto agreed to purchase the said Flat morefully described in the Schedule "B" hereto being a part of "**ROYAL ENCLAVE**" after proper inspection of the said unit and after being fully satisfied with the quality of construction there of and the title of the vendors hereto for the reasonable and highest offered consideration of Rs. _____/- only, on the terms and conditions mutually agreed between them and entered into an agreement on __/__/____ for the said purpose.

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS FOLLOWS:-

1. That in consideration of the total sum of Rs. _____/- only, the purchaser(s) has/have by the purchaser(s) to the developer/second party in full and final settlement as per detail appearing in the memo of consideration appearing in Schedule "C" herein under (the receipt of which sum is hereby acknowledge and admitted by the vendor/developer) and in consideration of the terms and conditions herein contained the vendors absolutely and indefeasible grant sell convey transfer as assign their entire right title & interest to in and over in Flat No. _____ in the _____ floor of "**ROYAL ENCLAVE**" residential complex morefully described in the Schedule B hereto together with utility right in common areas & also all claims, demands, easement and other incidental rights belonging to appertaining thereto to the purchaser(s) **TO HAVE AND TO HOLD** the same for all times to come free from all encumbrances subject to the terms and conditions hereinafter appearing.

2. That the vendors doth hereby covenant with the purchaser(s) that the vendors is the owners of the Schedule "A" land and the floor area sold herein and the same is in no manner encumbered by way of mortgage etc. and the purchaser(s) has/have inspected all the documents regarding the title of the property and has fully satisfied themselves about the title of the vendors and quality of construction and being fully satisfied with the same have therefore purchased the same.

3. That the vendors hereby further covenant with the purchaser(s) that the vendors shall pay the annual ground rent now or in future becoming payable up-to date and shall keep the purchaser(s) fully indemnified harmless and free from and against any attachment or legal proceeding in respect thereof and that the purchaser(s) shall be liable to pay proportionate ground rent municipal tax, etc.

in respect of the Schedule "B" property hereby sold which become payable as from the day onwards.

4. That the separate electric meter for the said flat shall be installed at the cost of the purchasers and the purchasers shall be liable pay the electric bills as per rules framed by the State Electricity Board. The purchaser(s) shall have to pay the proportionate share for the cost of installing generator and transformer in the said building with other co-owners/purchasers to the developer as and when required.

5. That the purchaser(s) shall be liable to pay directly or to contribute through the developer in proportion of the property hereby conveyed towards payment of maintenance charges (from the date of delivery of possession) to the developer up to the date of formation of flat owners association/committee and also the municipal taxes, GST, levies, and other out goings payable to the state or central Govt. and any other tax or taxes which shall be implemented by the government in future in respect of the property and the first party/vendor/developer shall not be liable for such taxes or levies.

6. That the purchaser(s) shall has/have full and absolute proprietary rights in the schedule 'B' premises and shall be entitled to sell, transfer, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms, herein contained to any person or persons after realization of final payment as per detail appearing in the memo of consideration appearing in Schedule "C".

7. That the purchaser(s) in consideration of the use and enjoyment of the common part of the said complex of Schedule "A" land has undertaken.

- i) Not to throw any rubbish or store any article or common parts save to such extent and at such place if any as may be specifically permitted by vendors in writing.
- ii) Not to carry on any obnoxious, offensive illegal or immoral activity in the said unit or any other portion of the said complex common parts.
- iii) Not to cause any nuisance of annoyance to the co-purchaser(s) and or occupants of other portions of the Complex.
- iv) Not to use or allow to use the said unit for the purpose other than for quiet and decent purposes for which sold only.
- v) Not to decorate or paint or otherwise alter the exterior of the said unit or common parts of the complex in any manner save in accordance with the general Schedule thereof as is or may be specified by the vendor.
- vi) Not to do anything whereby the other co-purchaser(s) are obstructed in or prevented from enjoying quietly and exclusively of their respective units and jointly of the common parts.
- vii) Not to claim any right in any part of the complex save as may be necessary for ingress and egress of men material utilities pipes cable 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.

- viii) Not to obstruct in any manner the owner or the developers or other persons permitted by the owners and/or developer in raising further stories or making other constructions or transferring any right in or on the land or building or other units of the said complex or parking space not to store or bring eave articles or hand heavy articles which may injure or damage any structures and/or flooring or stairs or portions of the said Complex.
- ix) Not to display or affix any neon-sign or sign board on any other wall of the building of the unit or the common parts save to affixation of the name plate containing the name of purchaser at the place specified from time to time by the vendors.
- x) Not to claim any partition or sub division or the land of the said premises or the common parts of the said building and not to make any partition of the unit in smaller sizes by metes and bounds or making separate independent portion of the said unit.
- xi) Not to claim any additional proportionate undivided right in the said land in case the owners and/ or the developer does not co instruct the entire constructible area.
- xii) Not to claim any right of user /common use or otherwise ever or in respect of the terrace /roof of any nature whatsoever and the said terrace /roof shall always be at the exclusive disposal of the owners/ developer as owned exclusively and absolute property with rights of making further constructions thereon according to the plan that may be sanctioned and the purchaser covenants not to raise any

objection/claim / impediment/hindrance in the said further constructions being made at any time.

- xiii) Not to obstruct or raise any objection in case the proportionate undivided share in the land is reduced by reasons of the owners and / or developer construction in excess of the area now intend and /or agreed to be constructed on the said land and not to obstruct or raise any objection of any nature whatsoever to such construction or any portion thereof.
- xiv) To observe the rules framed by the Developer/owner and/ or such body which may be entrusted in this behalf by the vendor regarding the manner of the use and /or such body which may be entrusted in this behalf by the vendor regarding the manner of the use and enjoyment of the common parts and land to undertake maintenance of the unit in question on receipt of possession from the vendor all liabilities in respect of the said unit from the date of the sale would be that of the purchaser in respect the date of the sale would be that of the purchaser(s) in respect of its maintenance keep accidental etc.
- xv) That the purchaser as per his desire choice and requirement will have right to decorate repair and renovate the premises occupied by him but the purchaser shall not do any such act which change the beauty or style of the building elevation on the pretext of repairing and renovation more clearly to say which be changing the original face, look and strength of any part (pillars, surface and roof etc.) of the building including the 'schedule-A' premises.

xvi) Not to open any other window or ventilation in the premises/Flat in question, except A.C. installation.

9. That the purchaser(s) has/have undertaken to pay and share the expenses of the said complex proportionately with co- purchaser(s) through the developer up to the formation of association or committee and thereafter through the committee.

10. That the vendor/developer shall deliver possession of the schedule "B" property to the purchaser(s) this day.

That the developer has applied for JHARERA registration on 24/08/2017 vide Serial No.129 before the JHARERA Office Ranchi.

SCHEDULE 'A'

(Particulars of the Land)

All that piece and parcel of Rayati right of land in Mouza "SABALPUR" P.S. Saraidhela Sub-Division and District Sub-Registry office and District Dhanbad Mouza No._____ old survey Khata Nos._____ (New Survey Khata No._____) old survey Plot No._____ (New Survey Plot No. _____) out of which Area _____ Decimals of lands together with a multistoried residential complex standing thereon, commonly known as "ROYAL ENCLAVE". (building under construction and situated at Sub Road).Dhanbad Municipal Corporation Ward No._____, Holding No._____.

Butted & Bounded By:-

NORTH - 22 FEET WIDE ROAD
SOUTH - SABALPUR VILLAGE ROAD
EAST - SABALPUR VILLAGE ROAD
WEST - PLOT NO 603

SCHEDULE "B"

(Particulars of the Property/Flat hereby Sold)

All that *Flat No.* _____ situated on the _____ *Floor* measuring super built up area _____ *sft.* along with open terrace and one car parking space (LMV) measuring an area _____ *sft.* in the parking floor of the multistoried Premises/Complex Commonly and popularly known as "**ROYAL ENCLAVE**" along with _____ *Decimals* of undivided proportionate variable indivisible share in Schedule "A" mentioned land sold herewith.[As per plan attached herewith and shown in colour Red]

Butted & Bounded By:-

North: -.

South: -.

East: -.

West: -.

SCHEDULE 'C'

(Payment Details)

Rs. _____/- paid vide different Cheques/D.D./Online Fund Transfer on different dates by the purchaser(s) to the vendor/developer.(subject to realisation of final payment).

Particular of the Apartment & the Flat

[According to the rules of "The Jharkhand Apartment (Flat) ownership Act, 2011

(Jharkhand Act 01 of 2012)]

"ROYAL ENCLAVE"

1. Pucca residential cum commercial Apartment/Flat.
2. Reinforced Concrete.
3. 5th storied i.e. (Basement floor + Ground Floor + 4th floor)

4. Total Number of Flats/shops:- 15 Flats .
5. Year of construction:- 20__
6. Super Built up Area of Flat :- _____sft.
7. Residential Building complex.
8. Proportionate undivided Share of land _____ Decimals.
9. Common undivided interest 20% share.
10. Govt. Value of Flat Rs. _____/- (super built up area _____ sft.)
11. Govt. Value of proportionate share of land _____ Decimal Rs. _____/- only.
12. Govt. Value of reserved car parking space Area _____ sft.- Rs. _____/- only.
Total Government value Rs. _____/- only.
13. Annual rent of proportionate undivided share of land Rs. _____/- only.
14. The schedule "A" mentioned land is not prohibited by govt. i.e. does not come under the Gair Abad land, Tribal land, Bhoodan land, Keshar Hind land, Forest land & B.C.C.L land.

IN WITNESS WHEREOF THE VENDORS/DEVELOPERS HERETO HAVE SET AND SUBSCRIBE THEIR HANDS AND SEALS ON THIS THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES

1.

2.

PHOTOGRAPH AND FINGER PRINTS OF THE PURCHASER:-

Photograph of the Purchaser	Signature				
	Little finger	Ring finger	Middle finger	Index finger	Thumb finger

Certified that the finger prints of the left hand of each person, whose photographs is affixed in the document, have been obtained before me, prepared in my office as per draft, documents and map supplied by the parties :-

Advocate, Dhanbad.

ROYAL BUILDING INDIA
cad Sakti's Nam
Partner

ROYAL BUILDING INDIA
Valep Neerajam Mehta
Partner

ROYAL BUILDING INDIA
Suresh Mishra
Partner