

ABSOLUTE SALE DEED OF OWNERSHIP

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

Page 1 of 13

ELITE INFRATECH

Sanjit Kumar & Khushi

PARTNER

1. SMT. daughter of Dhanbad, resident of 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 executors, administrators, legal representatives and assigns) of the FIRST PART. [Above vendors/landowners are represented through their constituted Attorneys **1. SRI AMIT KUMAR SULTANIA** [*Adhaar No.2804 0746 5139*] son of Sri Santosh Kumar Sultania by faith Hindu, by caste Vaishya (Agarwal), by occupation Business, resident of 303 Ram Niwas, Shri Ram Vatika, Dhaiya P.S. Dhanbad Sub Division and District Sub Registry Office and District Dhanbad (Jharkhand) by virtue of registered General Power of Attorney No..... dated registered at Dhanbad District Sub Registry Office].

A N D

M/S ELITE INFRATECH, [PAN- AAFFE 1132L] a partnership firm having it's office at Hirapur, P.S. Dhanbad District Dhanbad represented by its partners **1. SRI AMIT KUMAR SULTANIA** son of Sri Santosh Kumar Sultania by faith Hindu, by caste Vaishya (Agarwal), by occupation Business, resident of 303 Ram Niwas, Shri Ram Vatika, Dhaiya P.S. Dhanbad Sub Division and District Sub Registry Office and District Dhanbad (Jharkhand) hereinafter called and referred to as the DEVELOPER/VENDOR (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.

AND: IN FAVOUR OF

SMT. [*Aadhaar No.....*] [*PAN-.....*] wife of by faith Hindu, by caste Vaishya, by occupation House-wife, resident OF

.....haria Sub Division and District Sub Registry Office and District Dhanbad (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 Smt. Draupati Devi Agarwalla wife of Jagdish Prasad Agarwalla, the mother of the landowners/vendors purchased .. Kathas .. sft. of lands in Plot No..... bearing Khatian No... of Mouza Dhainya Mouza No.06 P.S. & District Dhanbad the detail description of the aforesaid lands is given below in the Schedule "A" below purchased by virtue of registered Sale Deed No.1.... dated registered at Dhanbad District Sub Registry Office.

AND WHEREAS Jagdish Prasad Agarwalla son of Late Shankar Lal Agarwalla, the father of the landowners/vendors purchased Kathas. of lands in Plot No..... bearing Khatian No... of Mouza Dhainya Mouza No.06 P.S. & District Dhanbad the detail description of the aforesaid lands is given below in the Schedule "A" below purchased by virtue of registered Sale Deed No.... dated7 registered at Dhanbad District Sub Registry Office.

AND WHEREAS after such purchase while in peaceful possession over the said lands aforesaid Smt. Draupati Devi Agarwalla and Jagdish Prasad Agarwalla died leaving behind their sons and daughter the aforesaid landowners/vendors as their legal heirs and successors who jointly inherited the said lands and have been possessing the same in peaceful and undisturbed possession thereof and also got their names mutated in the Circle Office, Dhanbad vide mutation Case

No.... (ii) ...ii) ... and have been paying up to date rent to the State under Thoka Nos.2772 & 2773 thereto regularly, [.....].

AND WHEREAS further the vendors/landowners entered into a development agreement with M/s Elite Infratech on for development of the said land and to construct a multistoried residential building complex over the said land.

AND WHEREAS said M/s Elite Infratech/the developer on the basis of the aforesaid development agreement has started constructing a multistoried building comprising different flat/unit of different built up area, parking space etc. on the schedule "A" land as per approved plan of MADA vide Approval No. (..... dated which is commonly known as "**GREENFIELD**".

AND WHEREAS the purchaser(s) above named approached the vendors and expressed his/her/their desire to purchase a Flat in the 1st Floor being Flat No. A 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 hereto agreed to sell and the purchaser(s) hereto agreed to purchase the said Flat morefully described in the Schedule "B" out of the developers share hereto being a part of "**GREENFIELD**" 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.31,00,000/-only, on the terms and conditions mutually agreed between them and entered into an agreement for the said purpose.

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS FOLLOWS:-

Page 4 of 13

ELITE INFRATECH
Amir Kumar Sultani
PARTNER

1. That in consideration of the total sum of Rs...../- only by the purchaser(s) to the developer/second party in full and final settlement as per detail appearing in the memo consideration appearing is Schedule "C" hereto the receipt of which sum is hereby acknowledge and admitted by the developer and in consideration of the terms and conditions herein contained the vendors absolutely and indefeasible grant sell convey transfer as assign his entire right title interest and possession to in and over in Flat No. in the floor of **GREENFIELD** 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 encumbrances 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 size 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 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 to the developer and also the municipal taxes, sale tax, service tax, 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.

5. 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.

6. 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.

- 7 -

- iv) Not to use or allow being used the said unit for the purpose other than for quiet and decent purposes for which sold.
- 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

Page 7 of 13

ELITE INFRATECH
amit kumar Sultania
PARTNER

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) Not to damage the all of the premises in question in any way whatsoever the Purchaser will only be entitled to use wooden plank for the purpose of interior decoration let it be made clear that no Civil work will be allowed to be done and not to alter change or in any way disturb the present setting of the unit/Flat.
- xvi) Not to open any other window or ventilation in the premises/Flat in question.
7. That the purchaser(s) has/have undertaken to pay and share the expenses of the said complex proportionately with co- purchaser(s).
8. That the vendor/developer shall deliver possession of the schedule "B" property to the purchaser(s) after completion.

As per rules framed by the State of Jharkhand for the purpose of registration estimated government value is Rs.31,00,000/- only.

- 10 -

SCHEDULE 'A'

(Particulars of the Land)

All the piece and parcel of Rayati right of land situated in Mouza **DHAIYA** Mouza No.06 P.S. & District Dhanbad appertaining to Khata No.... (.....) under survey settlement Plot No.... measuring area Kathas i.e. Decimals (.....) of lands together with a multistoried residential complex standing thereon, commonly known as "**GREENFIELD**". (Under Construction and situated at Sub Road). [Dhanbad Municipal Corporation Ward No.21, Holding No.0210002092000M0 & 0210002091000M0].

Butted & Bounded by:-

North:- Part of Plot No.1473.

South:- Part of Plot No.1473.

East:- 12 feet wide Road.

West:- Road.

SCHEDULE "B"

(Particulars of the Property/Flat hereby Sold)

All that Flat No. A situated on the 1st Floor measuring super built up area 1248 sft and one car parking space in the parking floor along with undivided proportionate share of schedule "A" land measuring an area 0.82 Decimals of the multistoried Premises/Complex Commonly and popularly known as "**GREENFIELD**" constructed in the Schedule "A" land. [As per plan attached herewith and shown in colour red].

Butted & Bounded by:-

North :-

Page 10 of 13

ELITE INFRATECH

Sanjiv Kumar Sultani

PARTNER

South :-
East :-
West :-

SCHEDULE 'C'
(Payment Details)

Total Rs...../- only paid for one residential Flat by the purchaser(s) to the vendor/developer vide various Cheques/D.D. on different dates. (Subject to realisation of Cheque/D.D./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)]

("GOLDEN TULIP")

1. Pucca residential Apartment/Flat.
2. Reinforced Concrete.
3. 5th storied i.e. (Basement floor + Ground Floor + 4th floor)
4. Total Number of Flats:- 20 Flats.
5. Year of construction:- 2015-2017 (Under Construction)
6. Total Area of Flat :- Super Built up Area 1248 sft.
7. Residential Building complex.
8. Proportionate undivided Share of land 0.82 Decimals.
9. Common undivided interest 20% share.
10. Cost of Flat RS.....- (super built up area 1248 sft.)
11. Cost of proportionate share of land 0.82 Decimals Rs...../- only.
12. Cost of reserved car parking space Area 100 sft.- Rs...../- only.

Total cost Rs...../- only.

- 12 -

13. Annual rent of proportionate undivided share of land Rs.0.05/- 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

- 13 -

--	--	--	--	--	--

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 supplied by the parties :-

Advocate, Dhanbad.

ELITE INFRA TECH
Amit Kumar Sultani
PARTNER