

THIS INDENTURE OF ABSOLUTE SALE is made on this the day of, 2021 at Ranchi.

BETWEEN

- (1) **Dr. Hemali Heidi Sinha**, (PAN: AMUPS7973E, Aadhar No.7471 3069 1149, Mobile No.9470837899), wife of Dr. Upendra Prasad Sinha, daughter of Late Kedar Nath Sinha and Late Uma Sinha and grand daughter of Late Baidynath Prasad....., by faith : Hindu, by occupation: Doctor, by caste Awadhiya Kurmi, permanent resident of village Barhanpura, P.O. Asharhi, P.S. Hilsa, District Nalanda, Bihar and Salimpurahra, Kadam Kuan, District Patna, at present resident of H-13, Doctor's Colony, Kankarbagh, Patna-800020 (Bihar) ;
- (2) **Dr. Arati Sinha**, (PAN: AFWPS7940C, Aadhar No. 8460 4403 4312, Mobile No. 9934341909), wife of Dr. Anil Bhushan Sharan, daughter of Late Kedar Nath Sinha and Late Uma Sinha and grand daughter of Late Baidynath Prasad....., by faith Hindu, by occupation: Doctor, by caste : Awadhiya Kurmi, permanent resident of village Panchi, P.O. Lalbigha, District Shekhpura, Bihar and Daneshwarghat, Biharsharif, Nalanda at present resident of Murli

A.S.

Prasad Constructions Pvt. Ltd.
Director

Nagar, P.O.-B.C.C.L. Township, Near PMCH Gate No.2, Dhanbad, Jharkhand;

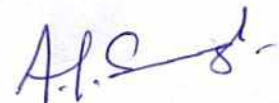
- (3) **Smt. Madhulika Devi**, (PAN: AAUPD6396A, Aadhar No.4665 3077 9702, Mobile No. 9431106580), daughter of Anirudh Prasad, grand daughter of Late Durga Prasad, wife of Rajkumar Gupta, by occupation: Housewife ;
- (4) **Smt. Sharda Devi**, (PAN: AAUPD6395D, Aadhar No. 9204 9711 5522, Mobile No. 9431106578), daughter of Late Bishu Mohan Saraf, grand daughter of Late Ram Avtar Ram, wife of Sri Manoj Kumar Gupta, by occupation: Housewife ; and
- (5) **Smt. Seema Devi**, (PAN: AEPPD5059P, Aadhar No.7054 5004 1180, Mobile No.9431106579), daughter of Late Kanhaya Prasad Soni, grand daughter of Late Jagat Saw Soni, wife of Saroj Raj, by occupation- Housewife ;

Sl. No. 3 to 5 by faith Hindu, by caste-Sonar, resident of North Samaj Street, Tharpakhna, P.S. Lower Bazar, District Ranchi-834001, Jharkhand;

(hereinafter called the **VENDORS**) of the **FIRST PART**

AND

PRASAD CONSTRUCTIONS PRIVATE LIMITED, (PAN No.AACCP4514R) a company incorporated and registered under the Companies Act, having its principal office at Prasad Sadan, Off Fraser Road, Patna-800001 and its branch office at Prasad Sadan, Shukla Colony, Hinoo, Ranchi-834002, through one of its Director **SRI AMARENDRA PRASAD SINGH**, (Aadhar No. 7508 7198 8564, Mobile No. 9431102657) son of Late Shailendra Prasad Singh, and grand son of Ayodhya Prasad Singh, resident of Shukla Colony, P.S. Doranda, P.O. Hinoo, Ranchi, (hereinafter referred to as the **DEVELOPER/ CONFIRMING PARTY**) of the **SECOND PART**;



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Director

A N D

..... (PAN:....., ADDHAR No....., Mobile No.....), son/daughter of , grandson/grand daughter of..... and wife of by faith, by caste: , by occupation: , resident of
.....
.....Indian Citizen, (hereinafter called the “PURCHASER”), of the **THIRD AND LAST PART** .

The terms and expression the “VENDORS”, “CONFIRMING PARTY” and the “PURCHASER” wherever used and occurring in these presents unless contrary to context or excluded by shall always mean and include their respective heirs, successors, legal representatives, assigns, executors and administrators etc.

AND WHEREAS the land appertaining to Khata No.17, Thana No. 225, R.S. Plot No. 559, Sub-Plot Nos. 20 and 21, measuring area 6 Katha 5 Chhatak 25 Sq.ft. situated at village- Hinoo, Pargana Udaipur, P.S. Ranchi, now P.S. Doranda, District Ranchi purchased by Smt. Uma Sinha, wife of Sri Kedar Nath Sinha by virtue of registered Deed of Sale dated 23.12.1964 being Deed No. 7894, Serial No. 8376 registered in the office of the District Sub Registrar, Ranchi and mutated the land in her name in the office of Circle Officer, Town Anchal, District Ranchi.

AND WHEREAS land appertaining to Khata No.17, Thana No. 225, R.S. Plot No. 559, Sub-Plot Nos. 20 and 21, measuring area 6 Katha 5 Chhatak 25 Sq.ft. situated at village- Hinoo, Pargana Udaipur, P.S. Ranchi, now P.S. Doranda, District Ranchi after death of their mother and father both daughters Dr. Hemali Heidi Sinha and Dr. Arati Sinha jointly mutated their name as per successor mutation in the Circle Office, Argora Anchal, Ranchi vide Mutation Case No.886/2016-2017 and paid rent to the State being Receipt


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No.1484761160 entered in Register-II, Volume-19, Page 80 and also mutated in the office of Ranchi Municipal Corporation, Ranchi and obtained Holding No.0450002603000Z0, Ward No.45 from Ranchi Municipal Corporation, Ranchi,

AND WHEREAS the Landowners interested in getting Multistoried Residential Complex developed and constructed over Schedule-A land and to acquire a part of built up area in the same as absolute owner thereof.

AND WHEREAS Landowner Sl. No.1 Dr. Hemali Heidi Sinha and Sl. No. 2 Dr. Arati Sinha jointly entered into an agreement for development with M/s Prasad Constructions Pvt. Ltd. through its Director Sri Amarendra Prasad Singh and executed a registered Development Agreement on 20.02.2018, vide Deed No. 1376/1291, entered in Book No.1, Volume 126, Page 1 to 104 of the office of the District Sub Registrar, Ranchi for construction of multi-storeyed residential building on and over the aforesaid property in the manner stated and agreed therein in the name of **UMA APARTMENT**.

AND WHEREAS land measuring an area 05 Katha more or less portion of R.S. Plot No.559, marked as Sub-Plot Nos.20 and 21 under Khata No.17, Holding No. 0450003156000Z0, Ward No. 45 of Ranchi Municipal Corporation, Ranchi situated at village Hinoo, Thana No. 225, Thana Doranda, District Ranchi has been purchased jointly, present land owner Sl.Nos. 3 to 5 namely Smt. Madhulika Devi, Smt. Sharda Devi and Smt. Seema Devi from Sri Amarendra Prasad Singh, son of Late Shailendra Prasad Singh, by virtue of Registered Deed of Sale being Document No. 2019/RANU2/792/752 in Book No. BK1, Volume No. 74 from Page 1 to 108 at office of SRO – Ranchi Urban-2 and mutated the land jointly in their name from the office of Circle Officer, Argora Anchal, District Ranchi being Mutation Case No. 280 R 27 2019-20 entered in Book No.2, Volume No.21, Page No. 99, and


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Director

paid rent to State of Jharkhand being Receipt No. 0964501301 upto 2019-2020 dated 20.07.2019 and also in the office of Ranchi Municipal Corporation, Ranchi and obtained Holding No.0450003373000Z0, Ward No. 45 of Ranchi Municipal Corporation, Ranchi.

AND WHEREAS the Landowners jointly interested in getting Multistoried Residential Complex developed and constructed over Schedule-A land and to acquire a part of built up area in the same as absolute owner thereof.

AND WHEREAS Landowner Sl. No.3 Smt. Madhulika Devi, Sl. No. 4 Smt. Sharad Devi and Sl. No. 5 Seema Devi jointly entered into a development agreement with M/s Prasad Constructions Pvt. Ltd. through its Director Sri Amarendra Prasad Singh and executed a registered Development Agreement dated 17.07.2020 being Document No. 2020/RAN/4035/BK1/3712 in Book No. BK1, Volume No. 511 from Page No. 53 to 140 at office of SRO-Ranchi for construction of multi-storeyed residential building on and over the aforesaid property in the manner stated and agreed therein in the name of **UMA APARTMENT**.

AND WHEREAS a building plan was prepared amalgamating both plot total measuring area of 11 Katha 5 Chhatak 25 Sq.ft. and admitted in Ranchi Municipal Corporation through Developer.

AND WHEREAS Ranchi Municipal corporation, Ranchi has sanctioned Building Plan G+4) of **UMA APARTMENT** vide Building Case No. RMC/BP/0698/W45/2019.

AND WHEREAS the DEVELOPER has entered into an Agreement for Sale dated of Flat No..... on Floor of **UMA APARTMENT** with the PURCHASER on the strength of registered Development Agreement executed on 20/02/2018 and 17.07.2020 executed between the land owners of the land and DEVELOPER.




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AND WHEREAS all that piece and parcel of Flat No. on the Floor having carpet area sq.ft. and super built-up area Sq. feet of the said building "UMA APARTMENT." has been sold to the PURCHASER and the PURCHASER in possession of the said Flat together with proportionate, joint impartible, undivided share in the land measuring..... Sq.ft. with alongwih one medium size Car Parking Space No. on Ground Floor and all amenities , common enjoyment and beneficial use and all easements and inheritance thereto, morefully described in the Schedule below (hereinafter for the sake of convenience and brevity be referred to as the SAID PROPERTY") at and for a total consideration of Rs. (Rupees) only free from all encumbrances, charges, liens and demands whatsoever, and forever and the PURCHASER has agreed to purchase the same at the said price more fully described in Schedule- B below..

NOW THIS INDENTURE WITNESSES AS FOLLOWS :-

That in pursuance of the aforesaid agreement and in consideration of the sum of Rs. (Rupees) only) paid by the PURCHASER to the Developer the receipt whereof the VENDORS and the DEVELOPER do hereby admit and acknowledge and of and from the same acquit and discharge the PURCHASER there from and convey, assign and sale the property fully mentioned and described in the Schedule below forever and from the same and every part thereof, the VENDORS hereby covenants with the PURCHASER that the VENDORS have absolute right and perfect title over the property hereby transferred and that the PRUCHASER shall exercise all acts of ownership over the Flat of the Schedule below and shall enjoy the same for residential purpose without any let or hindrance from anybody claiming through or under the VENDORS.



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The VENDORS have further assured the PURCHASER that the Flat of the Schedule below is free from all encumbrances, charges, claims, demands and the VENDORS have not done anything that the Flat of Schedule below may subject to any attachment or lien of any Court or person whatsoever.

THAT THE VENDORS DO CONVENANT WITH THE PURCHASER AS FOLLOWS:-

- (i) THAT the interest which the Vendors hereby profess to transfer subsist and the Vendors have good right, title, full power and absolute authority to sell, convey, transfer, assign and assure the property hereby granted, sold, conveyed, transferred, assigned and assured unto and to in favour of the Purchaser absolutely and forever.
- (ii) AND that the Vendors have not at any time done or executed, knowingly suffered or been party or privy to any deed or document or writings whereby the property and the right and properties appurtenant thereto or any part thereof can or may be impeached encumbered or affected in title.
- (iii) AND that the Vendors shall from time to time and at all times hereafter upon every reasonable requests and at the cost of the Purchaser make, do, execute and perform all such further and other lawful and reasonable acts, deeds, matters and things whatsoever or further better or more perfectly assuring and absolutely granting the said Flat, and every part thereof hereby granted and sold, unto and to the use of the Purchaser.
- (iv) AND that the said Flat and rights and properties appurtenant hereto is hereby freely, clearly and absolutely, acquitted, exonerated, released forever discharged from and by the Vendor unto and in favour of the Purchaser.

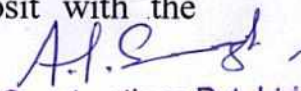


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- (v) AND that the Vendors and the Developer are free to sale other Flats and parking spaces of **UMA APARTMENT** to any person whom they think fit and proper.

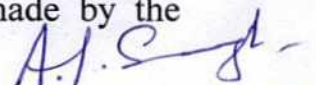
THE PURCHASER DOETH HEREBY COVENANTS WTHH THE VENDORS AS FOLLOWS :-

- (i) THAT the Purchaser shall observe, fulfill and perform all the covenants hereunder written and including those for the common purposes and shall regularly and punctually pay and discharge all taxes and impositions on the Flat wholly and common expenses and all other outgoings hereto in accordance with the memorandum of association and the rules and regulations of the **UMA APARTMENT Flat Owners Association.**
- (ii) AND that the Purchaser has seen and satisfied herself/himself about the title and the workmanship and undertakes not to raise any objection or requisition in respect of title of the Fats and/or in respect of workmanship materials used, fittings and fixtures in the said Flats.
- (iii) AND the PURCHASER will not raise any objection or requisition in respect of the other Flats of **UMA APARTMENT** sold by the Vendors/Developer to the other Purchasers.
- (iv) AND that the PURCHASER shall regularly and punctually pay and discharge all rates, taxes, surcharges, common expenses, maintenance charges, electricity charges, impositions and all other outgoings in respect of the Flat from the date of delivery of possession of the Flat.
- (v) AND that within 3 months from the date hereof the purchaser shall apply for and have the flat mutated and separated and/or apportioned in their/his/her name with the Ranchi Municipal Corporation and all other bodies and/or Authorities.
- (vi) AND that until such time the Flat in the building be not separately assessed and/or mutated the Purchaser shall deposit with the


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Maintenance Association such proportionate amount as may be required from time to time towards maintenance and management of the common parts and payment of Municipal rates and taxes.

- (vii) AND that the Purchaser shall also bear and pay all other taxes and impositions as are levied or may be levied further including multi-storied building tax Urban land tax, if any water tax etc. in respect of the building and the Flat proportionately.
- (viii) AND that the Purchaser shall also be liable to pay the penalty, interests, costs, charges and expenses for and in respect of any of such taxes or impositions proportionately or wholly as the case may be in case the same be imposed or charges due to the default of the Purchaser in complying with their obligations hereunder concerning the payment and/or deposit of amounts towards taxes and imposition reserved hereby or otherwise the liability of such payment by the Purchaser will accord with effect from the date of delivery of possession of the Flat.
- (ix) AND that Purchaser admits and undertakes that he/she will be members of the Maintenance Association from the deemed date of possession and shall remain a member of the Maintenance Association as long as he/she/they has and/or holds any interest in any part of the building.
- (x) AND that the Purchaser hereby admits and undertakes as a members of the Maintenance Association to do all acts, deeds, matters and things as may be necessary or expedient for the common purposes and the Purchaser undertakes that he/she shall co-operate with the Managing Committee of the Maintenance Association and regularly pay and discharge his/her share Municipal rates and taxes along with proportionate share of common expenses in accordance to the demands made by the



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Director

Managing Committee of the maintenance to the demands made by the Managing Committee of the Maintenance Association.

- (xi) AND that the Purchaser declares that he/she will transfer his/her rights and obligations with regard to the common purposes including the maintenance, management, control and operation of the common parts to the Maintenance Association and the latter shall henceforth be exclusively entitled to and responsible for control over and operation of the same and shall manage and maintain the same and do all acts required for the common purposes.
- (xii) AND that the Purchaser and the other co-owners in the Building shall remain liable to indemnify and keep indemnified the Vendors for all liabilities due to non-fulfillment of their respective obligations hereunder.
- (xiii) AND further that the Purchaser shall at his/her own costs and expenses keep the Flat and every part thereof, the fixtures and fittings therein or exclusively for the Flat comprised therein, properly painted and in good repairs and in a neat and clean condition and as a decent and respectable place.

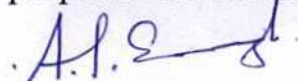
THE PURCHASER DOETH HEREBY COVENANTS AND WITH ALL OTHER MEMBERS OF THE MAINTENANCE ASSOCIATION AND UNDERTAKES TO DO THE FOLLOWING:-

- (i) THAT the Purchaser shall not obstruct the Maintenance Association in its acts relating to common purpose.
- (ii) AND that the PURCHASER shall not violate any of the rules and regulations contained in the rules and regulations of the **UMA APARTMENT** Flat Owners Association or laid down any time hereafter, in accordance thereto, in respect of the use of the building, etc.



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- (iii) AND that the PURCHASER shall not injure, harm, damage the common portions or any other Flat in the building by making any additions or alterations or withdrawing any support or otherwise.
- (iv) AND that the Purchaser shall not add or alter any outer elevation or colour scheme of the building otherwise than in the manner as may be agreed in writing with the Managing Committee of the Maintenance Association.
- (v) AND that the PURCHASER shall not throw any rubbish or store any combustible goods in the common and/or in any part of the building.
- (vi) AND that the Purchaser shall not do, perform, allow carriage of any obnoxious, noisy, offensive, illegal or immoral activity in the Flat.
- (vii) AND that the Purchaser shall not cause any nuisance, annoyance to the co-owners and/or the occupants of the other portions of the building.
- (viii) AND that the Purchaser shall not use or allow user of any Flat or any portion thereof for the purpose of restaurant hotel, office, boarding house, nursing home, hospital, theatrical performance or for carrying on such other similar activities.
- (ix) AND that the PURCHASER shall not use or allow being used any parking space purchased by him in the premises for any other purpose than for parking of any medium size car.
- (x) AND that the PURCHASER shall not encroach upon or permit or allow the use of the approach roads, common car parking space, passages, common corridors, common, terraces, open yards for keeping any articles, rubbish debris, whatsoever and shall always ensure the same clear and usable for common purposes for which these respectively profess.



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- (xi) AND that the Purchaser shall not do or suffer anything to be done in or about the Flat which may cause or tend to cause any damage to any flooring or ceiling of the Flat or any other portions over and/or below the Flat or on the sides adjacent to the Flat or in any manner obstruct in or prevent from the use and right of enjoyment thereof quietly and exclusively by the persons entitled thereto or of any open space, passages or amenities available from common use.
- (xii) AND that the PURCHASER shall not make or cause to be made any additions or alterations or construction of temporary or permanent in nature in the office or any part thereof or put up and/or remove any brick walls.
- (xiii) AND that the PURCHASER shall not to claim any partition or sub-division of the land or common areas and facilities and/or partition the Flat, by metes and bounds and will not change the nature and character of the building.
- (xiv) AND that the PURCHASER shall not obstruct and/or create any hindrance or interference in user and enjoyment of all open and/or covered areas in the building and/or at the premises except the Flat sold to the PURCHAER, by the Vendor and/or its specific transferees in such manner and for such purpose as the Maintenance Association may deem fit and proper.
- (xv) AND that the Purchaser shall not raise any dispute regarding measurement and/or area of the Office and in this regard the Purchasers have got herself satisfied.

SCHEDULE-A

All that piece and parcel land admeasuring area 11 Katha 5 Chhatak 25 Sq.ft. equivalent to 18.76 Decimal portion of R.S. Plot No.559, Sub Plot Nos.20 and 21 under Khata No.17, area 6 Katha 5 Chattak, 25 Sq.ft., Holding No.0450002603000Z0, Ward No.45 of Ranchi Municipal Corporation, Ranchi and portion of R.S. Plot No.559, Sub-Plot Nos.20 and 21 under Khata No.17, area 05 Katha, Holding


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No.0450003373000Z0, Ward No.45 of Ranchi Municipal Corporation, Thana No.225, situated at village Hinoo, Thana Doranda, District Ranchi, butted and bounded as follows :-

North : Municipal Road.

South : R.S. Plot No.561 and 562.

East : Part of R.S. Plot No.559 and house of Smt. Bimla Devi

West : Part of R.S. Plot No. 559

SCHEDULE –‘B’

All that piece and parcel of Flat No....., on the floor of **UMA APARTMENT** measuring carpet area Sq.ft. and super built-up area Sq.ft. alongwith one medium size car parking space bearing No. in the Ground Floor together with Sft. of undivided proportionate share in land out of 11 Katha 5 Chhatak 25 Sq.ft. portion of R.S. Plot No. 559, Sub Plot No.20 and 21 under Khata No.17, Thana No.225, Holding No.0450002603000Z0 and Holding No.04500033733000Z0 Ward No.45 of Ranchi Municipal Corporation, Ranchi, situated at village Hinoo, Thana Doranda, District Ranchi, butted and bounded as follows :-

North :

South :

East :

West :

DETAILS OF CONSTRUCTION

1. Whether the building is Kacha or Pucca : Pucca
2. If it is Pucca then whether it is : Conventional R.C.C.
Khapraposh or conventional RCC roof. roof.
3. Number of Floors : G +
4. Area of Office :Sq.ft.
5. Year of construction :


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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 Schedule Caste and/or Backward Class within the meaning of Section 46 of C.N.T. Act and this land is free from Ceiling. It is not the land of any Temple, Math, Church or Mosque. It is also not the Khas Mahal or Khutkatti, Sarna, Masna, Hargari, Fodder Scam, Land Scam and it is also certified that the said land has not been mortgaged with any institution.

This is also to certify that the VENDOR does not belong to Schedule Tribe, Schedule Caste and Backward Class as notified under Section 46(6) of the C.N.T. Act 1908.

IN WITNESS WHEREOF the VENDORS, CONFIRMING PARTY and the PURCHASER have put their hand on the date, month and year above written after fully understanding the contents of this Deed.

WITNESSES :-

1.

1.

2.

2.

3.

4.

5.

VENDORS



Prasad Constructions Pvt. Ltd.
Director

CONFIRMING PARTY

SIGNATURE OF PURCHASER

Drafted by

(Deepak Kumar Sinha)

Typed by

(Dinesh Prasad)

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

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Little
Finger

Ring
Finger

Middle
Finger

Index
Finger

Thumb



Prasad Constructions Pvt. Ltd.
Director