

THIS INDENTURE OF ABSOLUTE SALE is made on this the day of December, 2020;

BETWEEN

M/s **BKA ASSOCIATES**, a partnership firm through its partners namely **1.) Binod Kumar Agarwal** S/o Late Sri Narayan Agarwal, by faith- Hindu, by nationality- Indian, by occupation – Business, R/o C/96, B Block, Sonari, P.O. & P.S.- Sonari, Town- Jamshedpur, Dist.- East Singhbhum, Jharkhand- 831011, and **2.) Ashish Kumar Agarwal** S/o Binod Kumar Agarwal by faith- Hindu, by nationality- Indian, by occupation – Business, R/o H. No. C/96, B Block, Near Dispensary Road, Sonari P.O. & P.S.- Sonari, Town- Jamshedpur, Dist.- East Singhbhum, Jharkhand- 831011, having its Head Office at- Plot no.- 339, Near Shiv Mandir, Main Road, Pardih Town, Jamshedpur, Dist.- East Singhbhum, Jharkhand- 831012 (hereinafter for the sake of brevity called the **VENDOR**, which expression shall unless repugnant to or excluded by the context or subject include their legal heirs, successors, legal representatives and assigns) of the **FIRST PART**

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BKA Associates

Binod Kumar Agarwal
Partner

AND

_____ hereinafter for the sake of brevity called the **PURCHASER**, which expression shall mean and include his legal heirs, successors, representatives and assigns) of the **SECOND PART**.

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

WHEREAS the society namely Ashirbad Sahkari Grih Nirman Limited, Ranchi through its Honorary Secretary Sri Lal Dharmendra Nath Shahdeo Son of Shri Lal Jitendra Nath Shahdeo sold the land measuring 7 Kathas of land to Sri Taramani Sahu S/o Late Bhawendra Sahu vide Registered Sale Deed no.-1683 dated-13.02.1989, registered before the District Sub Registrar, Ranchi and entered in Book No. 1, Vol. No. 43, Pages 305 to 311, for the Year 1989 and one another portion of land measuring 8 Kathas to Shrimati Saroj Sahu Wife of Sri Taramani Sahu vide Sale Deed no.- 1682 dated- 13.02.1989, registered before the District Sub Registrar, Ranchi and entered in Book No. 1, Vol. No. 43, Pages 298 to 304, for the year 1989, respectively for their residential purposes being Sub Plot No. 66 & 65 both pertaining to R.S. Plot No. 763 under Khata No. 155 situated at Village Gari, Thana Ranchi now Sadar Thana No. 194, Dist.-Ranchi, State Jharkhand.

AND WHEREAS, the **VENDOR** has received the consideration amount which is quite fair and reasonable according to market rate and has put the purchaser in possession over the schedule property today confirming all rights on the purchaser to use and enjoy the schedule property forever as lawful purchaser.

AND WHEREAS, the **VENDOR** hereby declares that the said Commercial Unit property is free from all encumbrance and liabilities and no other person/persons except the vendor has the right, title, interest and claim in the said property.

NOW THIS DEED OF ABSOLUTE SALE WITNESSES AS FOLLOWS:

1. That in pursuance of the aforesaid agreement and a total sales

consideration of Rs. _____/- (Rupees _____)
Only, paid by the Purchaser to the VENDORS, the receipt of which sum the VENDOR do hereby admit and acknowledge and the VENDOR do hereby convey, transfer, sell and assign voluntarily and with free consent all that piece and parcel of Commercial Unit more fully described in the Schedule -B herein below and shown in RED WASH in the sketch map attached herewith this deed of sale as part of it, free from all rights, title, interest, liberties, privileges, advantages right of easement, usage of road and all other appurtenances whatsoever both in Law and Equity arising out of and in connection with the said piece and parcel of Commercial Unit having permanent hereditary and transferable right to the Purchaser to have and hold the same forever and absolutely.

2. That the Vendors hereby assure and covenant with the Purchaser that the piece and parcel of Commercial Unit with all facilities and amenities hereby sold, transferred and demised by the Vendors to the Purchasers is free from all encumbrances, charges and lien whatsoever and the Vendors have done nothing whereby and whereunder the said piece of land and the right, title and interest therein may in any manner, be charged with the payment of any money or monies and the Vendors have good, valid and subsisting right to make this transfer in the manner hereby done.
3. That the Vendors hereby further covenant and agree that they shall at the request and cost of the Purchaser do, perform or cause to be done, performed and executed any further lawful acts, deeds, or things as may be necessary in future for further or more fully and perfectly assuring the title of the purchaser to and in respect of the piece and property hereby sold and transferred to them.
4. That the Vendors hereby agree to keep the Purchaser harmless and indemnified from all losses, expenses and costs incurred or suffered by the Purchaser arising out of any defect in title of the Vendors over property more fully described in the Schedule hereinbelow.
5. That the VENDORS have on this day put the Purchaser in actual physical possession over all that piece and parcel of Commercial Unit which has been hereby sold to and demised unto the Purchaser under this deed of sale forever and absolutely.

6. That the Purchaser shall and may from time to time and at all times hereinafter peacefully and quietly enter upon, have, hold, occupy and enjoy the property more fully and particularly described in the schedule hereinbelow and shall receive and take all rents, profits and issues thereof and every part thereof without any let, hindrance or objection whatsoever from or by the Vendors or any person or persons claiming through or on their behalf. The Purchaser shall have all the rights and liberty to enjoy, use, deal and transfer it in any manner as they like.
7. That the Vendors do hereby again covenant with the Purchaser that the later shall be saved harmless and kept indemnified from and against all losses, damages, cost or expenses, which may substance by reason of any defect of title or possession or any charge or any encumbrances or any claim being made by any person whosoever to the said property or any part thereof.
8. That the Purchaser shall have hereafter, the right to peacefully and quietly possess and enjoy the scheduled Commercial Unit by himself or through tenants or assigns or relations without any claim, permission or demand or obstruction or hindrance whatsoever either from the Vendors or from any person claiming from or under them.
9. That the said Commercial Unit shall be used and or occupied by the Purchaser or his successors, legal representative and/or legal heirs. Notwithstanding anything contained herein, the Purchaser shall have full and absolute right to use the said Commercial Unit by himself and his family members or through his tenants, successors, assigns and shall also have the right to sale, mortgage or transfer to any person of their choice.
10. That the Purchaser shall share proportionate responsibility as also the facility of using roof/terrace portions, all common areas, facilities and amenities collectively with the other Commercial Unit owners in "VIJAY TARAMANI RESIDENCY".
10. That the Purchasers shall not do or offer anything to be done in the said Commercial Unit and/or in the said apartment which may cause a nuisance, annoyance or inconvenience to the other occupiers of the said apartment or the adjacent neighbors nor shall use the said Commercial Unit for any immoral/illegal purpose.

11. That the Purchaser shall have the right to enter into and upon other parts of the apartment for the purpose of repairing, cleaning, maintaining or renewing any sewer drains, water courses, cables as aforesaid any or laying down new sewers, drains, water courses, cables and wires, with as little disturbance as possible and making good the damage caused.
12. That the Purchaser shall be entitled to secure maintain in his name and also in the office of the Circle Officer, Town Anchal, Electricity Board or any other Authority/ Department, or wherever it will be necessary with respect of the property which has been more fully described in the Schedule herein below and the Purchaser shall be liable to pay rent and Tax to the concerned department.
13. That any error or omission or mis-description of the property under sale regarding the names, numbers or any reference whatsoever, to the number of documents, books, volumes or pages of the Registrar's office, regarding the title deeds of the said property shall not annul the sale deed and if such error or mis-description is material one, the **PURCHASER** will be entitled to get it removed by the **VENDOR** by obtaining further necessary deed of assurance or supplementary deed
15. That the Stamp Duty and Registration Fees has been paid by the Purchaser.

SCHEDULE

ALL THAT piece and parcel of

_____, butted and bounded as follows :-

BOUNDARY

North:

South:

East:

West:

MEMO OF CONSIDERATION

Sl. No	Cheque /NEFT/ RTGS	Date	Name of Bank	Amount (in Rs.)

1.				
2.				
3.				
4.				
5.				
6.				
Total Rs.				/-

Details of Building

1.	Whether Kaccha or pucca	Pucca
2.	If pucca, whether tiled or R.C.C.	Having conventional RCC
3.	Whether residential, commercial or residential	Commercial
4.	Number of storied	G+4 Storied
5.	Area of the Unit (SBU Area)	" _____ " sq. ft.
6.	Year of construction	2010
7.	A brief description of Nature and quality of electrical/sanitary etc.	Standard
8.	If on rent, its monthly rent	N.A.
9.	<u>Value as per Government Rate</u>	
	(a) Value of SBU Area " _____ " Sq. Ft.	Rs. _____/-
	(b) Value of undivided proportionate Share of land " _____ " Sq. Ft. i.e. _____ Decimals	Rs. _____/-
	Total	Rs. _____/-

CERTIFICATE

It is CERTIFIED that the land in schedule according to entries in records of right neither Govt. land nor has been acquired by the Govt. for Defence or Civil Purposes. The land in schedule has not been given on Bhudan and is outside the forest area and does not belong to B.C.C.L. H.E.C., C.C.L. and E.C.L.

THIS IS FURTHER CERTIFIED that the land at present is not tribal land nor connected with any tribal. It is beyond ceiling limit and it does not belong to math, church, or mosque.

It is also certified that neither the Vendor belong to Schedule Tribe or Schedule Caste or Backward Classes within the definition of C. N. T. Act nor the land mentioned above is subject matter of section 46 or other Sub clauses of section 46 of Chota Nagpur Tenancy Act.

IN WITNESS WHEREOF THE VENDOR has put his signature to this present at Ranchi on the date, month and year first above written.

WITNESSES :-

1.

VENDOR

2.

BKA Associates


Partner

PURCHASER'S SIGNATURE WITH PHOTO

Thumb	Index	Middle	Ring	Little

Certified that the finger prints of the left hand of each person where photograph is affixed in the document have been obtained by me or before me.

Drafted by:

BKA Associates

[Handwritten Signature]
Partner