

THIS DEED OF SALE IS MADE ON THIS THEDAY OF
..... 2021.

BETWEEN

OM SHANTI DEVELOPER Partner (1) **Sudhanshu Narayan Verma**
S/o R.R. B.N. Verma and (2) **Manoj Kumar** S/o Baleshwar Prasad, both
are by Faith -Hindu, by Occupation -Business, having it office - Qtr. No.-
B/45, Sector-2, P.O.- Dhurwa, P.S.- Jagannathpur, District- Ranchi, State
- Jharkhand, Nationality Indian authorized vide registered Development
Agreement being Deed No.432/370 dated 19.01.2019 which in entered in
Book No. 1, Volume No. 38, Page No.-45 to 88 Registered in the Office
of District Sub Registrar, Ranchi (hereinafter called as the
Developers/Vendor which terms and expression unless excluded by or
repugnant to the subject or context shall mean and include their heirs,
successors assigns, legal representative executors and administrators) of
the **FIRST PART**.

1. **UID- 5358-2682-4317**, PAN No.- **ADAPV7375G**, MOB No.- **7004557380**

2. **UID- 3921-4039-3921**, PAN No.- **AMQPK5785N**, MOB No.- **7903098701**

AND

....., Son of, by Caste -
....., by Faith -, by Occupation -
....., Resident of -----

-----, Indian Citizen, (hereinafter
called the **PURCHASER** which terms and expression unless excluded by
or repugnant to the subject or context shall mean and include their heirs,
successors assigns, legal representative executors and administrators) of
the **SECOND PART**.

UID

PAN No

MOB No

Om Shanti Developers
Manoj Kumar
F-1

{1}

AND WHEREAS the **James Kumar Kashyap**, S/o of Raj Kishore Sahu resident of Village- Pundag, P.S.- Jagannathpur, District- Ranchi State of Jharkhand. **UID- 8091-5751-5786, PAN No.- ATKPK6870F**, (hereinafter referred to as landowners) intended to develop their aforementioned land and to get multistoried building construction over the same as such he entered into Development Agreement with **OM SHANTI DEVELOPER** a Partner (1) **Sudhanshu Narayan Verma** and (2) **Manoj Kumar** (hereinafter referred to as Developers) vide registered Development Agreement being Deed No.432/370 dated 19.01.2019 which is entered in Book No. 1, Volume No. 38, Page No.-45 to 88 Registered in the office of District Sub Registrar, Ranchi had construct multi-storied residential building namely "**RAJ KISHORE RESIDENCY**" over the aforementioned land at the cost and expenses of the said developer after getting the plan sanctioned by Ranchi Municipal Corporation, Ranchi vide Case No. **RRDA/BP/0123/2019, dated 21.04.2020.**

AND, WHEREAS after construction of the building, Landowners and DEVELOPERS/Vendor have distributed their respective shares in the multistoried building "**RAJ KISHORE RESIDENCY**" and accordingly Flat No, morefully described in schedule below and other Flats in the said building with Proportionate land and parking space came in the share of Developer who is entitled to sell the same and into Agreement for Sale in Favour of Prospective Purchases and shall also receive amount of advances and consideration money as per development agreement.

AND WHEREAS the Vendor intended to sell one Furnished Flat being Flat No, comprising super built-up area of sq. feet of multi-storied residential building known as "**RAJ KISHORE RESIDENCY**" with sq.feet. undivided proportionate share of land morefully described in schedule below out of Developers share for a

Om Shanti Developers
Manoj Kumar.
Partner

{2}

consideration amount of Rs _____/- (Rupees
..... Thousand) only and the PURCHASER
agreed to purchase the same at the said price which is fair and reasonable
according to the price prevalent in the market at that time.

AND WHEREAS it is pertinent to mention that prior to enter into
buyer's agreement, the PRUCHASER inspected the Development
Agreement by and between Vendors with the Developer referred herein
above, title deed, rent receipt, sanctioned and approved building plan,
specification, right title, interest of the parties, allocation and demarcation
of the owner's and Developer's area and after full satisfaction enter into
Buyer's Agreement on

**NOW THEREFORE TMS DEED OF SALE WITNESSETH AS
FOLLOWS: -**

1. That in pursuance of the said agreement and in consideration of
sum of Rs _____/- (Rupees
Thousand) only the PURCHASER has already paid said
consideration amount to the VENDOR which said sum the
VENDOR do hereby acknowledge having received in full. The
VENDOR and Developer do hereby sell, convey and transfer and
absolutely assign to the said Purchaser free from all encumbrances
charges, lines, claims and decimals whatever for the Flat No,
Comprising super built-up area of sq.feet on the
....., of multi-storied residential building "**RAJ
KISHORE RESIDENCY** " referred to hereunder the Schedule
also shown in RED WASH in the Map attached herewith forming
part of this deed of the said apartment along with all benefits and
advantages including rights liberties, easement, privileges,
whatsoever to the said Flat or any part thereof belonging to or in
any way appertaining for or with the same or any part thereof shall

Om Shanti Developers
Mamraj Kumar.
Partner

{3}

held, use occupy or enjoy or reputed to belong or he appurtenant thereto and the right to use and enjoy common facilities such as passage, stair case, roof, robby compound to and form on adjacent or in the way or the said schedule Flat as also the rents in use and profits thereof and all the estate, right, title, interest inheritance, use trust and demand whatsoever, both at law and in equity of the VENDOR into or upon the said schedule Flat or every part thereof to have and to hold the said Schedule Flat and every part thereof UNTO AND TO the said Schedule Flat and every part thereof UNTO AND TO the use of the PURCHASER forever and absolutely.

2. That the Vendor do hereby covenant with the purchaser that notwithstanding any act, deed matter or thing hereto before done, committed or performed or knowingly suffered by the Vendor or any of his predecessor-title or ancestors the Vendor at all material times had and still absolute right, perfect title and indefeasible authority to grant convey, sell assign the undivided proportionate Share in land and Flat and Parking space and every part thereof to the purchaser and that the same is free from all encumbrances, charges, Mortgages, lien, Claim and demand of whatsoever nature.
3. That the Vendor do hereby further covenants with the Purchaser that mean shall hold, possess and beneficiary enjoy the same and every part hereof and may get name mutate in the records of concerned Circle Office. Ranchi and whatever else that may be left necessary and expedient.
4. That the Vendor do hereby yet again covenant with the purchaser that he 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 of any heirs or any

Om Shanti Developers

Manoj Kumar
Partner

{4}

encumbrances or any claim being made by person whosoever to the said property or any part thereof.

5. That the Vendor do thereby finally covenant with the Purchaser that the Vendor and all persons claimed through the Vendor and/or any of his ancestors and predecessors in title shall and will at the request and cost of the PURCHASER execute and perform all such further acts, deeds things and matters that may be reasonable necessary for more perfectly and fully assuring and securing the purchaser title and possession over the said Flat and very part thereof.
6. That the PURCHASER shall have hereafter right to peaceably and quietly possess and enjoy the schedule flat by the PURCHASER or through tenants or assigns or relations without any claim permission or demand or obstruction or hindrance whatsoever either from the Vendors/Developer or from any person claiming form Vendors/Developer.
7. That the PURCHASER after taking possession for the Schedule flat shall be abide by rules and regulations of Government Authority, Committee constituted by the flats Owners, if any and the terms and conditions mentioned in this deed and shall also liable to pay all the relevant taxes, fees, payment proportionate land revenue for the proportionate undivided share in the land mentioned herein above and in respect of the flat as fixed by the Government, from the date of execution and Registration of the Sale Deed and/or from the date of delivery of possession whichever is earlier.
8. That the said flat shall be used and occupied by the PURCHASER, successors, assigns, transferees, legal representatives and/or legal heirs, notwithstanding anything contain herein the PURCHASER

Om Shanti Developers
Manoj Kumar.
Partner

{5}

shall have full and absolute right to use the said flat either by the PURCHASER or family members or through tenant, successors, assigns only for residential purpose not for any other purpose.

9. That the PURCHASER shall be liable to bear proportionate share or responsibility or liability arising accruing in pursuance of or in connection with the common facilities and amenities in the said apartment.
10. That the PURCHASER shall be liable for the electricity consumption's in respect of the schedule flat and for such purpose a separate meter has been installed for recording such consumption.
11. That the PURCHASER will share proportionate responsibility as also the facility for the common facilities and amenities collectively with the remaining PURCHASERS of the remaining flats in the said building.
12. That the PURCHASER shall not make or permit to be made structural alternation in/or addition the said flat.
13. That the PURCHASER shall not do or suffer anything to be done in the said flat and/or in the said apartment which may cause a nuisance, annoyance or inconvenience to the remaining occupiers of the said apartment or the adjacent neighbors nor shall use the said flat for any immoral/illegal purpose.
14. That the PURCHASER shall have the right to use the common passage, staircases, common parts in the said apartment and/or common amenities and/or facilities with the remaining occupiers of the said apartment jointly.

Om Shanti Developers
Manoj Kumar
Partner

{6}

15. That the PURCHASER undivided proportionate share in the said land shall remain joint for the all times with the Vendors and/or other Co-owners, Occupiers who may hereafter or here before have acquired, right, title and interest in the land, which is importable.
16. That the PURCHASER shall have full proprietary right such as the Vendors derive save and except that of demolishing or committing waste in respect of the land building described in the Schedule hereunder in any manner so as to affect the other Co-owners, who may prior to this conveyance have purchased and acquired or may hereafter purchase or acquire similar property rights as covered by this conveyance.
17. That PURCHASER shall also be entitled to sell mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Vendors or any other co-owner who have acquired before and who may hereafter acquire any right, title or interests, similar to those acquired by the PURCHASER under the terms of the conveyance.
18. That not to throw rubbish rags or other refuse or pursuant the same to be thrown on the roof, stack gutters, rain water pipes, drains, landings, staircase, soil pipes, main entrances, passage, parking space or such other portion of the apartment which is generally used or enjoyed by the other flat owners.

Om Shanti Developers
Manoj Kumar
Partner

{7}

19. That no vehicle other than private car and two wheelers for personal use of the flat owners shall be kept in the parking space (only for flat owner).
20. That the PURCHASER has right to enter into and upon other parts of the apartment for the purpose of repairing, cleaning, maintaining or renewing any such drains, water courses, cables or aforesaid and/or laying done by new sewers, drains, water courses, cables and wires with as little disturbances as possible and making good the damage caused.
21. That the PURCHASER shall be liable to proportionate share or responsibility or liability arising or accruing in pursuance of or in connection with the common facilities and amenities in the said building such as the expenses or maintaining repairing, redecoration (exterior part of the apartment) and renewing (a) main structure and in particular the roof, stacks, gutters and rainwater pipes of the apartment (b) water pipes, drains, electric cables and wires lying under and upon the apartment and enjoyed or used by the PURCHASER occupier, owner, in common with the owner/PURCHASER of the other flats, (c) the main entrance, passage, landing and staircase of the apartment so enjoy or used by the PURCHASER in common as aforesaid, (d) the boundary walls and faces of the apartment, (e) clear and reasonable lighted the passage, landing, staircases and other parts of the apartment so enjoyed or used by the PURCHASER in common as aforesaid and as far as practicable keep the forecourt, way and other parts of the apartment in good condition (f) parking space, (g) water pump, use for lifting water, (h) a separate common meter as been installed for

Om Shanti Developers
Manoj Kumar
Partner

{8}

recording common electric consumption for water pump and for purpose of consumption of staircase lighting.

SCHEDULE "A" ABOVE REFERRED TO

(Details of the Land)

ALL THAT piece and parcel of land under Khata No. 120, Plot No. 40, 41, 44, Area - 54 Decimals situated at Village Pundag, P.S. No.- 228, PS.- Jagannathpur, District Ranchi, in the State of Jharkhand with car parking which bounded and butted as follows:-

North :

South :

East :

West :

SCHEDULE "B" ABOVE REFERRED TO

(Details of the Flat)

ALL THAT piece and parcel of the residential flat measuring super built up area Sq.ft. being Flat No.- on in " **RAJ KISHORE RESIDENCY** " shown in RED WASH in the map attached herewith forming part of this deed with **one** parking space in the **Basement** together with Sq.ft. undivided share in Schedule "A" land herein above with right to use and enjoy common facilities and amenities jointly with other occupants standing on Schedule "A" land.

Location of Flat:

North :

South :

East :

West :

Om Shanti Developers
Mangj Kumar

{9}

MEMO OF CONSIDERATION

The DEVELOPER has received full and final consideration of Rs./-(Rupees Thousand) only from the PURCHASER as Sale price.

SI No.	DATE	CHEQUE NO	BANK NAME	AMOUNT
1				
2				
3				
4				
5				

DETAILS OF BUILDING AS FOLLOWS:-

1. Whether Kutcha or Pucca : Pucca
2. If pucca, whether tiled or RCC : Reinforced
3. Number of Stories : G+6 Storey
4. The Plinth area of the Flat out of the total :Sq.ft. Super
Plinth area : Built up area
5. The year of construction :
6. A brief description of the nature of sanitary : Standard
electrical and other quality
7. Area where the building is constructed and : Residential Use
its use residential, commercial or Industrial
8. If on rent its annual rent : Not Rented
9. Valuation of Property
- a) Govt. Value of Flat area Sq.ft. :
Per Sq.ft. @/- =/- with
consideration amount
- b) Govt. Value of the land Rs./- Per :
DismilSq. ft. equivalent to
.....Decimals/-with
consideration amount the undivided share
in land

TOTAL VALUE : Rs./-

Om Shanti Developers
Manoj Kumar
Partner

{10}

CERTIFICATE

It is certified that the above referred schedule land is not in present a Tribal land. It is not acquired by Government or for Government or Non-Government, armed forces or any other purpose. It is neither a forestland nor a land of CCL, BCCL. There is no any temples, mosque, church on the land nor it is used for Sarna, Hargari or Pahnai.

Its is also certified that the above mentioned land is not a Kaishar-e-hind land, Gairmajarua Aam land, Gairmajarua Khas Land, Forest/Jungle Land etc.

It is also certified that neither the Executants belong to Schedule Tribal 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.

All the documents and statements presented for registration have been presented voluntarily and are true. The onus of any discrepancies or wrong submission will be on the parties who have appeared for registration of the documents.

It is hereby declare that Vendor/Landowners are still alive and they have not revoked the said power of attorney till date.

IN WITNESSES WHEREOF the VENDOR, and PURCHASER have put their respective hand on the date, month and year above written after fully understanding the contents of this Deed at Ranchi.

WITNESSES:

1.

VENDOR

2.

Om Shanti Developets
Manoj Kumar
Partner

{11}

Signature, Photograph, Thumb Impression of the Purchaser

.....



<i>LITTLE FINGER</i>	<i>RING FINGER</i>	<i>MIDDLE FINGER</i>	<i>FORE FINGER</i>	<i>THUMB</i>

Certified that the finger print and photograph of Vendor
& Purchasers have been affixed by me, before me.

Typed By:

Drafted by :

Om Shanti Developers
Manoj Kumar.
Partner

{12}