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**DEED OF SALE**

THIS DEED OF SALE is made on this the .....day of .....in the year \_\_\_\_\_.

**BETWEEN**

**SRI OM PRAKASH SINGH** Son of Late Doman Singh, by faith – Hindu, by Caste – Rajputh, by occupation – \_\_\_\_\_, resident of Patratoli, Bargawan, Namkum, Ranchi District Ranchi in the State of Jharkhand (hereinafter called The Landowners which expression shall unless excluded by or repugnant to the subject or context shall unless excluded by or repugnant to the context (be deemed to mean and include his/her heirs, executors, administrators, representatives, assigns, etc.) **LAND OWNER of the FIRST PART**

**AND**

**M/s KRIPA INFRAHEIGHTS PVT LTD** a Registered Company, PAN – AAFCK7278N through its Director Sri Amrendra Kumar Labh, S/o Late Ganpati Labh having its office Road No. 5, Krishnapuri, Chutia, P.S. Chutia, District Ranchi, State of Jharkhand, Adhaar No. 5755 3364 3695, PAN – ABGPL9441D (hereinafter referred to as the **DEVELOPER** with expression shall unless excluded by or repugnant to the subject or context shall mean and include its successor-in-office, legal representative, executors and assigns) of the **SECOND PART (DEVELOPER)**

**AND**

**Mr.** \_\_\_\_\_ S/o \_\_\_\_\_, UID No. – \_\_\_\_\_, PAN – \_\_\_\_\_ by faith Hindu, by caste- \_\_\_\_\_, by occupation \_\_\_\_\_, Resident at \_\_\_\_\_, District \_\_\_\_\_, Jharkhand, PO- \_\_\_\_\_, PS- \_\_\_\_\_, Mobile no - \_\_\_\_\_ an Indian citizen, hereinafter referred to as the **PURCHASER** of the **THIRD PART**, which expression unless excluded by or repugnant to the context shall mean and include his legal heirs, successors, executors, administrators, legal representatives and assigns.

The term SINGULAR number shall include Plural and vice-versa

The term MASCULINE gender shall, include feminine and neuter gender and vice-versa.

**WHEREAS** VENDORS are absolute owner and are in peaceful possession of **Flat No. \_\_\_\_ on \_\_\_\_ Floor, Block \_\_\_\_** in **“SULOCHAN KRIPA GARDEN”** Super Built up **Area \_\_\_\_ sq. ft. carpet area \_\_\_\_ sq mtr.** alongwith **\_\_\_\_ sq. ft.** undivided share of land with one car parking space No-\_\_\_\_ the Ground Floor constructed over R.S. Plot No. 115 Under Khata No 121, situated at Village Bargawan, P.S. Namkum, Thana No. 216. District Ranchi, **Ward No. 2**, together with the right to use all common areas, common amenities and facilities in the said building.

**AND WHEREAS** The Land in Schedule ‘A’ belongs to

(1) SRI OM PRAKASH SINGH Son of Late Doman Singh.

The land under Khata No. 121, Plot No. 115 of village Bargawan, P.S. Namkum, P.S. No. 216, Dist Ranchi

That the above land is registered in the name of Doman Singh, Wald Ghashi Singh, Kaum-Rajput.

That Doman Singh had two sons, 1. Jai Prakash Singh and 2. Om Prakash Singh

That after the death of Doman Singh, both his sons were Occupying and consuming the land peacefully.

That after the death of Jai Prakash Singh, his wife Masomat Kaushalya Devi and Shri Om Prakash Singh divided their land among themselves on 15.04.2010 and have been paying the revenue of their respective share by rejecting the filing of their respective shares.

That the total area of the above mentioned land was 5 acres 26 decimils, 3 acres 11 decimil land was received by Om Prakash Singh the first party.

That there is a Jamabandi in the name of Shri Om Prakash Singh in Namkum area, whose case number-2076/R 27/2018-19 is mentioned in Volume number-8, page number-53 and has been paying revenue on his land. .

That the first party has given 70.53 decimils in the middle of 3 acres 11 decimils of land to the second party for development.

That landowner Sri Om Prakash Singh entered into a registered development agreement with builder/developer Kripa Infra heights Pvt. Ltd. through its Director Amrendra Kumar Labh son of Late Ganpati Labh for construction a residential building in aforesaid land vide Development Agreement No. 2794/2492 dated 03/04/2021 which is duly executed before SRO, Ranchi and entered into Book No. BK1, Vol No. 318, Page No. 133 to 210, Year 2021 as per plan sanctioned by RRDA, Ranchi vide **Case No. RRDA/BP/0214/2020** known as **“SULOCHNA KRIPA GARDEN”**.

**AND WHEREAS** share allocation executed between land owners Sri Om Prakash Singh son of Late Doman Singh and builder/developer KRIPA INFRHAEIGHTS PVT LTD through its director Sri Amrendra Kumar Labh son of Late Ganpati Labh vide dated 03/04/2021.

**AND WHEREAS** the VENDORS are in possession of the SAID PROPERTY as absolute owner thereof and has been coming in quiet and peaceful possession of the same, having exclusive right to transfer the same.

**AND WHEREAS** the VENDORS offered through POA holder to sale **Flat No. \_\_\_\_ on \_\_<sup>th</sup> Floor Block \_\_\_\_** in **“SULOCHNA KRIPA GARDEN”** Super Built up **Area \_\_\_\_ sq. ft. carpet area \_\_sq mtr.** alongwith **\_\_ sq. ft.** undivided share of land with one car parking space no- \_\_ the Ground Floor constructed over Khata No 121, R.S. Plot No. 115, situated at Village Bargwan, P.S. Namkum, P.S. No. 216 Distt. Ranchi, **Ward No. 2** together with the right to use all common areas, common amenities and facilities in the said building which the PURCHASER accepted the same for a consideration of **Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_) only.**

**AND WHEREAS** now the VENDORS hereby sold the said flat for the said consideration of **Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_) only** which the PURCHASER hereby paid to the VENDORS and which the VENDORS does hereby confirmed as having received and acknowledged the same and delivered the complete peaceful physical possession over the Schedule "B" flat and undivided proportionate share of land to the PURCHASER with right to use, enjoy common facilities in full and final satisfaction of PURCHASER.

**NOW THEREOF THIS DEED OF SALE WITNESSES :-**

1. That in fact and circumstances aforesaid and in pursuance of the aforesaid agreement and in consideration of construction, along with undivided share of land a sum of **Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_) only** paid by the PURCHASER to the VENDORS and the receipt of which entire sum the VENDORS does hereby admit and acknowledged for the same and every part thereof absolutely and forever release, acquit and discharge to the PURCHASER and the said flat, the VENDORS does hereby irrevocably grant and transfer by way of absolute sale, assign and assure with undivided proportionate share in the landed property and **\_\_ Sq. ft.** Area of Flat and one Car Parking Space which. is fully described in the Schedule "B" appended hereto below as part hereof which is denoted as distinguished to **Ward No. 2** of Ranchi

Municipal Corporation, Ranchi, the said flat is hereto before was known called and numbered denoted is distinguished butted and bounded TOGETHER WITH undivided proportionate share of land and share, of all right, title, interest, claim and demand at law and in equity of the VENDORS into and upon the said flat and every part thereof AND TOGETHER WITH all, easements, benefits, advantages thereto belonging or anyway appertaining and known and reputed to belong and appertain thereto and also TOGETHER WITH unfettered right of user of Road, Passage, common amenities stairs in and around the compound of "**SULOCHNA KRIPA GARDEN**" Apartment, TO HAVE AND TO HOLD as same UNTO AND TO the use of the "PURCHASER" absolutely and forever jointly.

2. That the common roof over the; Top Floor shall be used for installation of Overhead Water Tank, Disc Antenna, etc, and also from time to time visit by the technicians, Plumbers, lift-men and engineers etc. (appointed by the Developer/landowners and or the Unit holders' Association or a body formed by the occupants of the building), for the purpose of repairs and inspection of the Lift/lift room, Over head Water reservoir, Disc antenna etc. The common roof right of proposed building will belongs to maintenance committee of the said building in case of any additional construction over the top most floor after obtaining prior sanction of the building plan from RRDA or any other authority, the PURCHASER and the Occupants of the building will give their full co-operation whatsoever, it may be in respect of such construction etc. without making any objection to it. The PURCHASER' undivided/proportionate share of Land area will attract in such case. The Developer shall be given the first option to develop the same, however, the terms and conditions for such additional developments shall be same between Land Owner and Developer as per aforesaid Development agreement.
3. That the PURCHASER accepted the occupancy of the said flat with full and final satisfaction without any grievances and also confirm that the Developer has constructed and

- finished the said Flat / Apartment as per the specifications agreed between the parties by using the best workmanship and assured quality of materials and as per rules, regulations and standard. The PURCHASER has no claim, grievance, dispute, complaint, objection in the said flat / apartment with VENDORS.
4. That the VENDORS do hereby covenant with the PURCHASER that the said property is free from all encumbrances, charges or liens whatsoever and the VENDORS has the absolute right and have got a good, perfect and subsisting title over the said property to transfer the same. The PURCHASER have also checked and verified all the papers and documents connected with the land and had satisfied about the title of VENDORS.
  5. That the VENDORS have not done any act, deed or thing whereby the property, hereby sold and transferred and conveyed expressed or intended to has been encumbered or whereby the VENDORS hindered from so as selling transferring or conveying the said share of land unto the PURCHASER in the manner aforesaid.
  6. That the PURCHASER will or may at all times hereafter peacefully and quietly enter into upon and hold, .possess and enjoy and realize rents, issues and usufructs thereof without any lawful eviction interruption, claim or demands whatsoever from or by the VENDORS or any person or persons lawfully or equitably claiming from VENDORS or interest from them or their predecessors in interest of title along with the right of common entrance and exit and other common facilities provided in the building along with other Co-sharers.
  7. That it has been agreed between the VENDORS and the PURCHASER that the PURCHASER shall have right to mutata his name in concerning office and pay directly to the authorities or till then jointly with the other PURCHASER of the building complex, the required House tax, Land Revenue, Water Tax, Electric Bill and other charges proportionately which shall become due in respect of the said flat in his occupation.

8. That, the PURCHASER hereby also agrees to abide by the rules and regulations whatsoever which shall be framed by the Managing Committee of Occupants of the flats for proper management of the affairs of the said Building Complex.
9. That the PURCHASER hereby covenants and agrees the LANDOWNER, the DEVELOPER and/or Maintenance committee of the building that the PURCHASER shall not carry on or allow any activity in his flat/building which may cause danger, annoyance or disturbance to the peaceful enjoyment of the respective possession of the other occupiers and the landowners, the DEVELOPER and/or the Building Maintenance committee shall have absolute right to take appropriate action against the PURCHASER. That it has been agreed between the parties that the maintenance charge on unsold area of LANDOWNER/DEVELOPER share will start from the date of such occupation of respective units.
10. That the PURCHASER hereby agrees and undertakes that the Flat shall only be used for residential purpose and the same shall not be used for any other purpose which is objectionable to the other Co-PURCHASER OWNERS of other Flats of the building or is in contrary to the purpose for which it has been obtained.
11. That the PURCHASER will have and enjoy the absolute proprietary right of the VENDORSS save and except that of demolishing or committing waste in respect of the said flat or building described in the Schedule "B" below in any manner so as to effect the other co-owners having other Flats area in the building acquired or may hereinafter purchase or acquire a similar property right as covered by this indenture.
12. That the PURCHASER will have all right to make any addition and alteration inside the area of the flat and may make any decoration etc. as per his choice and requirement but shall not cause any damage to the main wall or basic structures of the building and shall not demolish the basic walls and pillars of the said flat or building upon which the building shall be standing and

- outer elevation of the flat or building shall not be changed. The PURCHASER shall not make any construction or encroachment in the common area provided for the common use of all the PURCHASER or Occupants of the portions of the Building Complex.
13. That the VENDORS / LAND OWNERS/ DEVELOPER shall have also the right to sell the remaining flat/parking and other space to the other interested PURCHASER and the flat Owners cannot raise any objection to the same.
  14. That the PURCHASER shall have inheritable and transferable right in the Schedule "B" property and shall also be entitled to sell, mortgage, lease or otherwise alienate his right to any person.
  15. That the PURCHASER undivided interest in the said land more fully described in the Schedule "A" hereunder shall remain joint for all times with the other CO-PURCHASER of the building complex and it is declared that the interest in land or soil shall be impart able.
  16. That it will be liability of the PURCHASER to pay Sale Tax, VAT, service tax, any other taxes, duties, levies, surcharge etc. levied either by the State Government or by the Central Government or jointly by them previously, currently or in future on full or part of the Flat or on the undivided proportionate share of the PURCHASER land and the PURCHASER hereby agree to keep the VENDORS indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
  17. That in case of any natural calamity or destruction of the building in future, the building may be reconstructed jointly by the Co-owners (PURCHASER) who have and who may thereafter or hereto before have acquired by purchasing different flats in different floors and part thereof, having similar right, title and interest in the land of this building, the Co-owners shall pay and contribute the proportionate cost of his share in the building in his occupation for such reconstruction of the building if any arises in future.

### **SCHEDULE "A" (LAND)**

All that piece and parcel of 70.53 dismil in R.S. Plot No. 115 Khata No 121, situated at Village Bargawan, P.S. Ranchi, P.S. No. 216 District Ranchi which is butted and bounded as under :-

North : Community Health Centre  
South : Auxiliary Road  
East : Auxiliary Road  
West : Part of Plot

### **SCHEDULE "B" (FLAT)**

**Flat No.-** \_\_\_\_\_, Area \_\_\_\_\_ **sq. ft.** more or less(which shown RED WASH in the map attached herewith and also part of this deed) **carpet area** \_\_\_\_\_ **sq mtr.** on \_\_\_\_\_<sup>th</sup> **Floor Block** \_\_\_\_\_ of the building commonly called as "**SULOCHNA KRIPA GARDEN**" Apartment constructed over Schedule 'A' property corresponding to Municipal of **Ward No. 2** and one Car Parking space No- \_\_\_\_\_ Ground Floor along with undivided proportionate share of **land** \_\_\_\_\_ **sq. ft.** together with the right to use all common areas, common amenities and facilities in the said building "**SULOCHNA KRIPA GARDEN**" Apartment like stairs, water supply etc. butted and bounded as under :-

North :  
South :  
East :  
West :

#### **Details of Building as Follows :-**

1.	Whether Kutchha or Pucca	:	Pucca
2.	If Pucca, whether tiled or reinforced concrete	:	Reinforced concrete
3.	Number of Storeys	:	G+5
4.	The super built up area of <b>flat No. _____ on _____<sup>th</sup> Floor, Block _____</b>	:	_____ sq.ft.
5.	The Year of Construction	:	_____
6.	A brief description of the nature of sanitary, Electrical and other fitting in the building and their quality	:	Normal
7.	Area whether the building is constructed	:	Residential

	and its use residential commercial of industrial		
8.	If on rent its annual rent.	:	Not Applicable
9.	Value of Construction of Flat with one car parking space ( ___ <b>Sq. Ft.</b> S.B. Area)	:	Rs.
10.	Value of Undivided Proportionate Share of Land (Area ___ <b>Sq. Ft.</b> )	:	Rs.
	<b>Total</b>	<b>:</b>	<b>Rs</b>

**MEMO OF CONSIDERATION**

<b>Sl. No.</b>	<b>Mode of Payment</b>	<b>Date</b>	<b>Bank's Detail</b>	<b>Amount in Rs.</b>
<b>Total (Rs</b>				<b>) only Rs.</b>

Though the property was purchased by the purchaser for a consideration of **R / (Rs. only** but the stamp duty registration fees is being paid as per rate fixed by the authority i.e **Rs /- (Rs. ) only.**

### **CERTIFICATE**

This is to certify that above referred schedule land is not a Tribal Land. It is not acquired by Government or for Government or Non-Government, Army, Force, or any other purposes. It is neither a forest Land nor a Land of C.C.L., H.E.C.L., B.C.C.L. There is not any Temple, Mosque, and Church over the aforesaid land.

It 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 Executant 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.

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 document.

**IN WITNESS WHEREOF THE VENDORS** through their constituted power of attorney holder, the **CONFIRMING PARTY** and the **PURCHASER** have put their signatures on this conveyance at Ranchi on the day, month and year first above written.

**WITNESSES:**

1.

**SIGNATURE OF VENDORS**

2.

**SINGATURE OF CONFIRMING PARTY**

**SIGNATURE OF PURCHASER**

**PHOTOGRAPH AND THUMB IMPRESSION OF PURCHASER**

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Drafted by:

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