

Little	Ring	Middle	Fore	Thumb

THIS DEED OF ABSOLUTE SALE is made on this the...../...../2021.

**BETWEEN**

**1. NAME AND DETAIL OF LANDLORD**, through their Lawful attorney **Sanjay Kumar Singh** son of Kamleshwar Singh, by Caste - Rajput, by Faith - Hindu, by Occupation - Business, resident of Hesal, Devi Mandap Road, Ratu Road, District – Ranchi, State – Jharkhand, Indian Citizen having been appointed by the registered Power of Attorney No. IV - 162, Serial No. – 3120, dated 24.04.2018 registered at the Office of Sub Registrar, Rural, Ranchi and entered in Book No. IV, Volume No. 13, Page No.- 103 to 146, for the year 2018. (hereinafter called the LAND OWNERS/VENDORS) of the FIRST PART

**Power Holder PAN: ASKPS7299H**

**UID:7399 5152 5517**

**Mobile: 94311 69801**

**Age= 49 Years**

**AND**

**BRICKCONS DEVELOPERS** a partnership firm having its office at Shop No. -8, Second Floor, Baldeo Bhawan, Shardhanand Road, Upper Bazar, Ranchi through its authorized partner **Sanjay Kumar Singh** son of Kamleshwar Singh, by Caste - Rajput, by Faith - Hindu, by Occupation - Business, resident of Hesal, Devi Mandap Road, Ratu Road, Ranchi - State – Jharkhand Indian Citizen (hereinafter called the DEVELOPER /CONFIRMING PARTY) of the **SECOND PART.PAN: AAPFB2078L**

**AND**

**CUSTOMER DETAIL .....** (hereinafter called the PURCHASER) of the THIRD PART.

**PAN :-**

**UID:**

**Mobile:**

**Age=**

The term & expression of LANDOWNERS/VENDORS & DEVELOPER/CONFIRMINGPARTY AND PURCHASER shall unless repugnant to or excluded by the context or subject of these presents mean and include its partners, their legal heirs, successors, assigns, legal representatives, authorized persons, executors and administrators.

**WHEREAS the LAND DETAIL**

.....

Thus the above named LAND OWNERS/ VENDORS become the absolute owners and in possession thereof.

AND WHEREAS the Land Owners/ Vendors abovenamed intended to Develop their Schedule – A property by constructing multi storied residential building consisting several residential Flats including parking space through a Developer.

AND WHEREAS the Developer approached the Land Owner with a scheme of development of the said property and offered to construct a multi storied residential building as per plan prepared by them and approved by the competent authority of R. R. D. A, Ranchi with the materials available in the market and in conformity with the plans, elevation and sections in the said sanctioned plan and with suitable walls, ceilings, floors, partitions, staircases, roof, fixtures and fittings and all conveniences and amenities for habitation and enjoyment of such building and/or the flats therein in a decent style, for the same the DEVELOPER entered into a Development Agreement with the Land Owner on .....

AND WHEREAS in pursuance of the said Development Agreement the DEVELOPER is entitled to nominate any such person or intending purchasers to acquire a flat/flats in the said property of the Owner and to take conveyance of an undivided and demarcated proportionate share or interest with Flat/Flats in the property from the Owners upon such person or Purchasers agreeing to observe and perform the terms and conditions and covenants of this Agreement.

AND WHEREAS the DEVELOPER for the purpose of development and sale of the Schedule property by constructing multi storied residential building namely “.....” and completed the same after getting the Plan/ Map sanctioned from the competent authority R. R. D. A, Ranchi vide **B.C. Case No.** – ..... dated .....

AND WHEREAS the PURCHASER above named being interested to purchase one residential flat with parking space in Ground floor, in the said multistoried building with undivided share out of total land with right to use and enjoy common facilities and amenities jointly proposed for PURCHASERS of the same out of the **Developer’s Area** before the Developer.

AND WHEREAS the DEVELOPER accepted the proposal of the PURCHASER and agreed to sell one residential flat being **Flat No.** – ..... on ..... **Floor** measuring the super built up area of ..... sq., **Carpet area as per RERA** ..... with **one** car parking space in the Ground floor with ..... undivided share out of the total land on which the multistoried building constructed namely “.....” with right to use and enjoy common facilities and amenities at total consideration of **Rs.** ...../- (Rupees ..... ) only.

AND WHEREAS it is pertinent to mention that prior to enter into buyer's agreement, the PRUCHASER inspected the Development Agreement by and between LAND OWNERS/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 .....

AND WHEREAS in pursuance of the Development Agreement and also Buyer's Agreement the DEVELOPER constructed and completed the multistoried building which includes the flat of the PURCHASER as per the terms and conditions of the Buyer's Agreement as well as per specification.

AND WHEREAS in pursuance of the Buyer's Agreement as referred herein above the PURCHASERS have already paid the entire consideration amount against the schedule property to the **Developer** as per the terms and conditions of the Buyer's Agreement which was duly received and acknowledge by the Developer and Developer/Confirming Party has already allotted and delivered peaceful physical possession of the flat morefully described in the schedule hereunder.

AND WHEREAS on the request of the PURCHASER, the above named VENDORS in pursuant of and under the terms and conditions of the Buyer's Agreement as well as Development Agreement agreed to execute and register the sale deed in favour of the PURCHASER as the PURCHASER are the nominee of the Developer and Developer in order to confirm the above facts stands as Confirming Party in this deed of sale to avoid future complication.

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

- 1) That in pursuance of the said agreement and at a total consideration of **Rs. ....**/- (Rupees ..... ) only which said sum the PURCHASER already paid to the DEVELOPER as per the mode of payment against the schedule property which said sum the DEVELOPER does hereby further acknowledged and confirmed as having received in full and final and the VENDORS do hereby sale, convey and transfer and absolutely assigns to the said PURCHASER free from all encumbrances, charges, liens and demands the residential flat being **Flat No. - .....** on the ..... **Floor** having super built up area measuring .....

**Sq ft.** super built up area at “.....” shown in RED WASH in the map attached herewith forming part of this deed with undivided ..... **Sq ft.** share in land out of the total area with right to use and enjoy common facilities and amenities jointly standing on Schedule A land along with benefits and advantages including rights, liberties, easements, privileges whatsoever of the said flat or any part thereof belonging to or any way appertaining for or with the same or any part there of shall held, use, occupy or enjoy or reputed, the right to enjoy common facilities such as passage, stair case, lobby, compound to and from or adjacent or in the way or the said schedule flat as also the rents, and profits thereof and all the estate, right, title, interest, inheritance, use, trust and demands whatsoever both at law and equity of the VENDORS into or upon the said schedule flat UNTO AND TO THE USE OF THE PURCHASER.

- 2) That the OWNERS 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 Owners or any of their predecessors in title or ancestors, the Owners at all material times had still has absolute right, perfect title and indefeasible authority to grant convey sell assign the said flat undivided proportionate share out of the portion of the total land every part to the PURCHASER and that the same is free from all encumbrances, charges, mortgage, lien claim and demand whatsoever nature.
- 3) That the OWNERS do hereby further covenant with the PURCHASER that the PURCHASER mean shall hold possess and beneficiary enjoy the same and every part thereof and may get her name mutated in the revenue records of the authority concerned and in the Municipal Records of the authority concerned and paying rent and taxes to the authority concerned in her own name.
- 4) That the VENDORS do hereby finally covenant with the PURCHASER that Vendors and all persons claim through the Owner and/or any of their ancestors and predecessor entitle shall and will at the request and cost of the PURCHASER do execute and perform all such further acts, deeds, things and matters that may be reasonable necessary for more perfectly and full assuring and securing the

PURCHASER'S title and possession over the said flat and ever part thereof.

- 5) That the DEVELOPER does hereby deliver to the PURCHASER all evidences and writing relation to possession and custody of the Schedule flat parking space and undivided share in the land hereby conveyed which is free from all encumbrances and absolute authority to the schedule flat the manner aforesaid.
- 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 Vendor/Developer or from any person claiming form Vendor.
- 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 hereinabove 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.
- 9) That the PURCHASER 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.
- 10) 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.
- 11) 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.

- 12) 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.
- 13) That the PURCHASERS shall not make or permit to be made structural alternation in/or addition the said flat.
- 14) 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 neighbours nor shall use the said flat for any immoral/illegal purpose.
- 15) 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.
- 16) That the PURCHASER undivided proportionate share in the said land shall remain joint for the all times with the Vendor and/or other Co-owners, Occupiers who may hereafter or here before have acquired, right, title and interest in the land, which is impartable.
- 17) That the PURCHASER shall have full proprietary right such as the Vendor 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.
- 18) 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 Vendor 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.
- 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.

**SCHEDULE “A” ABOVE REFERRED TO**

(Details of the Land in which ..... TOWER  
constructed)

All that piece and parcel of land measuring an area  
.....

....., Ranchi which is butted and bounded as follows:-

NORTH

SOUTH :

EAST :

WEST :

**SCHEDULE “B” ABOVE REFERRED TO**

**(Details of the Flat to be sold)**

ALL THAT piece and parcel of the residential flat measuring super built up area ..... **Sq.ft.** being **Flat No.** – ..... **on** ..... **Floor** in “.....” shown in RED WASH in the map attached herewith forming part of this deed with **one** parking space in the Ground floor together with ..... **Sq.ft.** undivided share in Schedule “A” land hereinabove 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 : .

**Memo of Consideration**

DEVELOPER has received full and final sum of **Rs. ....**/- (Rupees ..... ) only as fully consideration from the PURCHASER as follows:-

Sl No.	Payment Mode	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
Total Consideration=		

**DETAILS OF BUILDING AS FOLLOWS :-**

1. Whether Kutchra or Pucca	Pucca
2. If pucca, whether tiled or RCC	RCC
3. Number of Stories	G +4
4. The Plinth area of the Flat out of the total Plinth area	.....super built up area
5. The year of construction	
6. A brief description of the nature of sanitary electrical and other quality	Normal
7. Area where the building is constructed and its use residential, commercial or Industrial	Residential Use
8. If on rent its annual rent	Not rented
9. Valuation of Property	
a) Value of Flat area ..... sq.ft	Rs. ....
b) Value of ..... Decimals the undivided share in land	<u>Rs. ..../-</u>
<b>TOTAL VALUE</b>	<b>Rs...../-</b>

**C E R T I F I C A T E**

It is certified that the above referred schedule land is not 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.

IN WITNESSES WHEREOF the Vendors through their attorney have put their signature and LTI to these presents on this day month and year first above written at Ranchi.

**W I T N E S S E S :**

1.

**V E N D O R S**

**through their attorney**

2.

**D E V E L O P E R / C O N F I R M I N G P A R T Y**

**PURCHASER PHOTO & SIGNATURE**

Little	Ring	Middle	Fore	Thumb

Certified that the fingerprints of the left hand of each person whose photographs is affixed in the document have been obtained by me or before me.

**Drafted by :-**