

DEED FOR ABSOLUTE SALE

THIS DEED OF ABSOLUTE SALE is made on this the ____ day of _____,, by & between **(1) SHRINARYAN SINGH, (2) SHREE PRAKASH SINGH, (3) SRINAVAS SINGH** and **(4) SRI OM PRAKASH SINGH** all Sons of. SRIKRISHNA SINGH, all by faith Hindu, by occupation – Cultivation & Business, at present residing at Bhuli, P. S. Bhuli, Dist. Dhanbad, (Jharkhand) hereinafter jointly called and referred to as the VENDORS (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and assignees) of the **FIRST PART**. (The vendors herein represented through their constituted attorneys 1) **SRI RONIT SINGH** S/o Sri. Anil Kumar Singh, resident of Garden House, Dhaiya, P. O. ISM, Distt.- Dhanbad, Jharkhand and 2) **SMT. SABITA SINGH** W/o Anil Kumar Singh, resident of Garden House, Dhaiya, P. O. ISM, Dist.- Dhanbad,, vide Power No. 5096/379 dated 09/11/2020 executed by registered at Dhanbad Sub-Registry office).

AND

NALANDA PROMOTERS & DEVELOPERS, a Partnership Firm, having its office at East of Nalanda Cottages Gate, Hirak Road, Nagnagar, Distt.- Dhanbad - 826004, represented through its Partners 1) **SRI RONIT SINGH** S/o Sri. Anil Kumar Singh, resident of Garden House, Dhaiya, P. O. ISM, Dist.- Dhanbad, Jharkhand and 2) **SMT. SABITA SINGH** W/o Anil Kumar Singh, resident of Garden House, Dhaiya, P. O. ISM, Dist.- Dhanbad ,hereinafter called and referred to as the DEVELOPER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representative in office and assignees) of the **SECOND PART**.

AND IN FAVOUR OF

..... W/o by faith,
by, by Occupation, Resident of P. O. -
....., P. S. -, Dist..... Jharkhand) hereinafter called and referred to
as the PURCHASER (which expression shall unless excluded by or repugnant to
the context be deemed to mean and include her successors, executors,
administrators, legal representatives and assignees) of the **OTHER PART**.

WHEREAS, the landowners (1) **SHRINARYAN SINGH**, (2) **SHREEPRAKASH SINGH**, (3) **SRINAVAS SINGH** and (4) **SRI OM PRAKASH SINGH** all Sons of. SRIKRISHNA SINGH got the lands by virtue of the Registered Sale Deed Nos. - **9728, dt. - 30/09/1985 AND 3023 dt - 28/04/1978** at Dhanbad Sub - Registry Office, Dhanbad. vide **Power of Attorney No. - 5096/379 dt. 09/11/2020**, executed at Dhanbad Sub- Registry office Dhanbad. The land measuring as per Deed **15 Kathas or 10570 Sft.**, Actual Land Area in possession - **11.53 Kathas, Survey Plot No. - 3960 (Old), 3965 (New), Khata No. - 66 (Old), 770 (New) Mouza - Bhuli, No. - 01** duly mutated by the circle officer, Dhanbad vide **Mutation Case No. 180 (I) 1985-86 and 863** & paid land rent vide **Revenue Receipt No. 1504977279 dt. 09/09/2017 and 1504977519 dt. 09/09/2017**, the first party thus acquired absolute and exclusive right, title, interest and possession over the lands in question.

The total lands in question is a Rayati land and comes under Survey **3960 (Old), 3965 (New), Khata No. - 66 (Old), 770 (New)** (Land Area - 5 Kattas, Area - 10 Kattas), **Khata No. - 66 (Old), 770 (New) Mouza - Bhuli, No. - 01**, Total land measuring as per Deed, **15 Kathas or 10570 Sft.**, Actual Land Area in possession - **11.53 Kathas**, P.S. - Bhuli , Dist. - Dhanbad, State - Jharkhand.

WHEREAS, the landowners (1) **SHRINARYAN SINGH**, (2) **SHREEPRAKASH SINGH**, (3) **SRINAVAS SINGH** and (4) **SRI OM PRAKASH SINGH** all Sons of. SRIKRISHNA SINGH became absolute and exclusive owner of the land described in the Schedule of this Agreement by exercising diverse acts of ownership and possession within the knowledge to the authorities and the people of the locality for many more than statutory period and was recognized raiyat owner for the said land.

WHEREAS, the vendor hereto above name (1) **SHRINARYAN SINGH**, (2) **SHREEPRAKASH SINGH**, (3) **SRINAVAS SINGH** and (4) **SRI OM PRAKASH SINGH**, entered into a development agreement dated on 15.05.2019, with the developer hereto, **NALANDA PROMOTERS & DEVELOPERS**, to construct a multi storied commercial cum residential building on there land on sharing basis; And

WHEREAS the Developer **NALANDA PROMOTERS & DEVELOPERS**, have planned and developed a multi - storied commercial cum residential complex over the said land, which is commonly and popularly known as " **KRISHNA ENCLAVE** " (referred to as the "said complex") on the said plot vendors jointly, more fully describe in the Schedule "A" as per the building plans approved by the Competent Authority i.e. **DMC**, **DMC/BP/0020/W17/2020**, Dt. – 11/04/2020, Dhanbad. And

WHEREAS the purchaser hereto approached the developer hereto for the purchase of the **Flat No., on** of "**KRISHNA ENCLAVE**" hereinafter called a unit, morefully described in the schedule "B" hereto on the terms and conditions recorded in agreement to sale dated by and between the developer and purchaser on the highest offered consideration of Rs. Rs./- (Rs.) only which has been the highest market value at that time but for the sake of registration, the stamp duty has been paid for **Rs./-** (Rs.) only on the present market rate.

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

1. That in consideration of the total, Rs./- (Rs.) only paid by the purchaser to the developer and Rs./- (Rs.) only paid by the purchaser vide Loan from to the developer as per Memo of Consideration appearing in Schedule "C" hereto (the receipt whereof is hereby acknowledged and admitted by the developer) and the rest amount will be paid after registration and one month before Possession of the Flat which will be arranged through by mortgaging the said property and that will be paid in installments in accordance with the progress of the construction work and in consideration of the terms and conditions hereby contained, the developer absolutely and indefeasibly grant, sell, convey, transfer and assign their entire right, title, interest and possession to in

and over **Sq. Ft. of super built up area on** of **“KRISHNA ENCLAVE”** a commercial cum residential complex morefully described in the schedule “B” hereto together with all claims, demands, easements and other incidental rights belonging or appertaining thereto morefully described in the schedule “D” and “E” hereto to the purchaser TO HAVE TO HOLD the same for all times to come free from all encumbrances subject to the terms and conditions hereinafter appearing.

2. That the vendor do hereby covenant with the purchaser that the vendor are the owner of the schedule “A” land and the commercial cum residential multistoried complex constructed thereon and the floor area sold herein and the same is in no manner defective and is in no manner encumbered by way of mortgage etc. and the purchaser has inspected all the documents regarding the title of the property and has fully satisfied himself / herself / themselves about the title of the vendor and quality of construction layout plan, specification or other amenities flat area, fittings and fixtures and being fully satisfied with the same has therefore purchased the same.

3. That the vendor hereby further covenant with the purchaser that the vendor shall pay the annual rent now or in future becoming payable up to date and shall keep the purchaser fully indemnified harmless and free from and against any attachment or legal proceeding in respect thereof and that the purchaser shall be liable to pay proportionate ground rent, municipal tax, service tax and other Govt. taxes in respect of the schedule “B” property hereby sold which become payable as from this day onwards.

4. That the purchaser in consideration of the use and enjoyment of the common part of schedule “A” land of the said complex has undertaken:-

i) Not to throw any rubbish or store any article or combustible goods in common parts save to such extent and at such place or places if any as may be specifically permitted by the Vendor in writing.

ii) Not to carry on any obnoxious, noisy, offensive, illegal or immoral activities in the said portion or any other portion of the said building, common parts.

iii) Not to cause any nuisance or annoyance to the co-purchasers and / or occupants of other portions of the building.

iv) Not to use or allow to be used the said unit for the purpose other than for quiet and decent commercial cum residential purposes for which sold.

- v) Not to decorate or paint or otherwise alter the exterior of the said portion or common parts of the building in any manner save in accordance with the general Schedule thereof as is or may be specified by the Vendor.
- vi) Not to do anything whereby the other co-purchaser are obstructed in or prevented from enjoying quietly and exclusively of their respective units and jointly of the common parts.
- vii) Not to claim any right in any part of the building save as may be necessary, for ingress and egress of men, material, utilities, pipes, cables, and lines to be installed in the said unit and in particular not to claim any right to any parking space or store room or terrace save expressly granted.
- viii) Not to obstruct in any manner the vendors or the developers or other person permitted by the vendor and / or developer in raising further stories or making other constructions or transferring any right in or on the land or building or other units of the said building or parking space. Not to store or bring heavy articles or hang heavy articles which may injure or damage any structures and/ flooring or stairs or portions of the said building.
- ix) Not to display or affix any neon-sign, or sign board, on any other wall of the building or the unit or the common parts save to affixation of the name plate containing the name of purchaser at the place specified from time to time by the vendor.
- x) Not to claim any partition or sub division of the land of the said premises or the common parts of the said building and not to make any partition of the unit in smaller sizes by metes and bounds or making separate independent portion of the said unit.
- xi) Not to claim any additional proportionate undivided right in the said land in the case the Owner and/ or the developer does not construct the entire construct able area.
- xii) Not to claim any right of user/ common use or otherwise over or in respect of the terrace / roof of any nature whatsoever and the said terrace/ roof shall always be at the exclusive disposal of the owners as owned exclusive and absolute property with right of making further constructions thereon according to the plan that may be sanctioned and the purchaser covenants not to raise any objections/ claim/ impediment/ hindrance in the said further construction being made at any time.

xiii) Not to obstruct or raise any objection in case the proportionate undivided share in the lands is reduced by reasons of the owners constructing in excess of the area now intended and / or agreed to be constructed on the said land and not to obstruct or raise any objection of any nature whatsoever to such construction or any portion thereof.

xiv) To observe the rules framed by the vendors / or such body which may be entrusted in this behalf by the Vendor regarding the manner of the use and enjoyment of the common parts and land.

xv) To undertake maintenance of the unit in question on receipt of possession letter thereof from the Vendor. All liabilities in respect of the said unit from the date of the sale / possession would be that of the Purchaser in respect of its maintenance up keep, accident etc.

xvi) Not to damage the wall of the premises in question in any way whatsoever, the Purchaser will only be entitled to use wooden planks for the purpose of interior decoration, let it be made clear that no Civil work will be allowed to be done, and not to alter, change or in any way disturb the present setting of the premises.

xvii) Not to open any other window or ventilation in the premises in question so as to infringe the property right of any neighboring flat / flats.

5. That the purchaser has undertaken to pay and share the expenses of the said complex proportionately with co-purchasers with respect to items stated in schedule "F" hereto.

SCHEDULE 'A'

All that piece and parcel of Raiyati Land Situated at Mouza - Bhuli, No. - 01, under P.S. Bhuli, Chowki Sadar sub Registry office and District Dhanbad, Mouza Bhuli, Mouza No. - 01, under Khata No. - 66 (Old), 770 (New), Plot No. - 3960 (Old), 3965 (New), out of which measuring an area as per Deed, **15 Kathas or 10570 Sft.**, Actual Land Area in possession - **11.53 Kathas** of land together with a commercial cum residential multi storied building standing there upon commonly known as "**KRISHNA ENCLAVE**", which is butted and bounded as follows :-

North	- Bhuli Main Road
South	- Railway Land
East	- Mr. B. B. Kumar

West - Janki Mishra

SCHEDULE "B"

(The Property hereby sold)

All that **Flat No.**, containing **Super Built up area sq. ft. (Built up area Sq. ft.)** on **floor** of the multi storied premises "**KRISHNA ENCLAVE**" situated at Shyam Nagar, Main Road, Bhuli, Dhanbad - (Jharkhand) as per plan attached herewith and shown in colour Red, being butted and bounded by :-

North :-

South :-

East :-

West :-

And together with one medium size car parking space at basement and together with all that proportionate share in the common area in the said complex which includes in Super Built up area and undivided proportionate variable indivisible share of interest in the schedule "A" land) carpet area comprised within the said unit. However the roof of the said unit shall be used both as the roof of the said unit as well as floor of unit above it and the roof of the said unit shall jointly be owned by the buyer and the buyers of other units directly above and under the said unit.

Area of the walls and columns, if any, within and outside the said unit save the wall or walls separating the said unit from the other units on the same floor shall jointly belong to buyer and buyers of the other unit or units and in which case 50% (fifty percent) of common walls shall be taken into account.

PARTICULARS OF FLAT

1. Whether Kucha or Pucca :- Pucca
2. If Pucca whether titled or reinforced concrete :- reinforced concrete
3. Number of Stories :- B + G + another 4
4. Total Number of Flats in the Apartment :-
5. Year of Construction :-

6. Brief description and nature sanitary electrical and other fittings in case of building and their equipment:- Good Quality Sanitary and electrical fittings.
7. Carpet Area of Flat :- N/A.
8. Super Built up area of Flat :- sft
9. Whether the building constructed is used as residential/commercial or industrial :- Commercial cum Residential.
10. (i) If on rent, the amount of rent :- N/A.
(ii) Built up area of Flat :- sft.
(iii) Proportionate share of undivided area of land and percentage of undivided interest of common area :-Dec and ___1 % Respectively.
11. Cost of Flat (including car parking) :-/-
(Super Built up area)
12. Cost of proportionate undivided variable share of land –/-
13. Total Cost Rs...../- only (And Stamp duty paid on that amount).
14. Annual Rent of proportionate undivided variable share of land :- Rs..... paise.
15. The Map attached with the schedule shall be part of this sale deed

That the above mentioned schedule land `A` does not come under Govt. Land, and neither comes under Adivashi Land, Govt. Bhudan Land and forest land and also does not come under Govt. acquired land and the vendor and purchaser hereto are satisfied with the contents of this deed, and the vendor hereto does not comes under the reserve classes of C.N.T Act.

SCHEDULE “C”

Rs./- only paid by the purchaser to **KRISHNA ENCLAVE**
 Rs./- vide Cheque No. dt..... of
 Bank, Dhanbad only paid by the purchaser to **KRISHNA ENCLAVE**

Balance amount will be paid by the purchaser to **KRISHNA ENCLAVE** one month before Possession of the Flat.

The deed will be deemed valid after the full payment is recovered.

SCHEDULE –‘D’

(Common Areas)

1. Staircase on all the floors.
2. Stair case landing and lift landing on all floors.
3. Lift well.

4. Lift plant installation.
5. Lift Room.
6. Common passage and lobby, Ramp on the basement floor, exception car parking area if any.
7. Tube well.
8. Water Pump, Water tank, water pipes and other common pumping installation.
9. Transformers, electrical sub- station, Electrical, wiring, meters, generators, and fittings excluding, those that are installed for any particular unit.
10. Drainage and sewers.
11. Pump House.
12. Such other common parts, areas equipments installations, fixtures, fitting and space in or about the said complex as are necessary for passage to the user and occupancy of the units in common and as area specified by the Vendor
13. expressly to be the common parts but excluding the roof and / or terrace and the open and covered car parking area.

SCHEDULE –‘E’

1. Rights of easements and quasi easements of other co-purchasers/ occupiers and full right and liberty and authority in common with all other persons entitled to like rights at all times by day or by night and for all purpose in connection with the use and enjoyment of the unit to go pass and pass over and along the common passages and common portions and through and along the main entrance of the building passage landing and stair case landing to the respective unit space full right and liberty to the other co-purchaser/ occupiers to use the common portion of the said building for the purpose of redecorating and repairing their respective unit.
2. The right of subjacent and lateral support or shelter and protection from the other parts of the building and from the site and roof thereon.
3. The free and uninterrupted passage and running of water and soil, gas and electricity from and to the units covered drains water cables pipes and wire to the said complex either existing or to be installed in future.
4. The right with servant workman and other at all reasonable times at notice (except in the case of emergency) to enter or into and upon other parts of the

building for the purpose of repairing, cleaning, and or renewing, any such cover drains, water courses, cables, pipes and wire as aforesaid and laying down a new cover drain and water courses pipe.

5. The right with servants workmen and other at all reasonable time on notice except in case of emergency to enter into and upon other portion of the building for the purpose of repairing maintaining, renewing altering of the building the said unit or any part of the complex subjacent or lateral support shelter or protection of the unit.

SCHEDULE –‘F’

(Proportionate share of expenses agreed to be shared by the Purchaser)

1. The expenses of maintaining and repairing, re- decorating, renewing at the main structures and in particular the gutters, rain water pipes of the building, the gas and water pipes, drains, electric cables wires and other means of communication in under upon the said building to be constructed and serving more than one unit main entrance, passage, landing and staircases of the building leading to the respective units in the said building.

2. The cost of cleaning and lighting passage, landing stair case, and other parts of the said building so enjoyed or used by the said purchaser in common with other unit holders and with occupiers and aforesaid and of keeping open portion etc. to other parts of the said building in good condition and repairs.

3. The cost of decorating the exterior of the building.

4. All rates, taxes and outgoing payable in respect of the said building and parts of the same and / or any portions including the roof notwithstanding that such roof shall be the property of the owners with full right of the enjoyment use, disposal thereof.

5. Cost of the Insurance against THIRD PARTY risk in respect of the building if such Insurance shall be at all taken out, by owners, the higher charges and other expenses of renewal taxes if any incurred by the owners in respect of the said building or any portion thereof for storage of refuse of the owners and occupiers of the said unit and to repair and renewing the dustbin or reused bin if provided at the said building.

6. All other expenses, if any, incurred by the owners for the maintenance and proper convenient and running of the said building.

7. Cost of installation and maintenance of the Fire Safety device would be responsibility of the unit owners on Pro-rata sharing basis.

8. Liability arising out of any accident in Course of maintenance of the building would be that of all unit owners and not of builders.

9. Cost of Electric connection, Transformers charges will be borne by the purchaser exclusively and generator cost will be borne by the purchaser on proportionate basis.

PAN of the vendors : **(i)**, **(ii)**

PAN of purchaser :