

**DRAFT**  
**DEED OF SALE / CONVEYANCE**

THIS DEED OF ABSOLUTE SALE is made on ..... day of ....., ..... at Purulia;

**BETWEEN**

**ADVIK SHELTERS PRIVATE LIMITED**, a company registered with the Registrar of Companies, Jharkhand, bearing Corporate Identity No. U41001JH2024PTC022680, PAN No.- ABACA7378K, registered office at- 159, 159/1, 160, Sitaram Marwari Lane, ward no. 11, Purulia, Dist. Purulia, Pin Code- 723103, represented through its Directors Sri Mayur Mishra, son Rajendra Kumar Mishra resident of 103, Trikoot Apartment, Radium Road, Ranchi - 834001, P.S Kotwali, District Ranchi, Jharkhand. (hereinafter called the "**VENDOR cum DEVELOPER**") of the **FIRST PART**;

**AND**

..... (PAN No. ....) (Aadhar No. ....) (Mobile No. ....) (date of birth .....), son/wife of ....., and granddaughter of ....., by occupation ....., by faith ....., by caste ....., resident of ....., Indian Citizen (hereinafter called the "**PURCHASER**") of the **SECOND PART**;

The terms the "**VENDOR cum DEVELOPER**" and the "**PURCHASERS**" unless repugnant to the subject or context or especially excluded by means and include their respective legal heirs, successors, executors, administrators, legal representatives and assigns;

**WHEREAS** one Sheo Prasad Kedia executed and registered a sale deed dt. 28.01.1994 being Deed No. 603/94 in favour of Hira Lal Sharma, son of Late Gobardhan Sharma for the land situated at Mauza Purulia, Dist Purulia, West Bengal within Purulia Municipal Town, ward No.-11, old holding No. 121/93 New Holding No. 183/A corresponding its R.S. Khata 3226, R.S. Plot No. 2523, comprising of area 17 Kathas.

Advik Shelters Pvt. Ltd.



Director

**WHEREAS** the said Sheo Prasad Kedia also executed registered deed of gift dt. 28.01.1994 in favour of Sabitri Devi, wife of Hira Lal Sharma being Deed No. 604/94 in respect of the land situated at Mauza Purulia, Dist. Purulia under R.S. Khata No. 3226, Plot No. 2523/part) comprising of area 16.5 Kathas under Purulia Municipal Town Ward No.-11 old holding 121/93, New Holding No. 183 and delivered possession of the same.

**WHEREAS** Hira Lal Sharma executed and registered a WILL on 06.07.2000 in respect of his properties in favour of his wife Sabitri Devi, son Anand Sharma, Daughter Anju Devi Joshi and minor grandson Aditya Anand Sharma.

**WHEREAS** Testator Hira Lal Shama appointed his son Anand Sharma as sole executor to obtain probate of the WILL.

**WHEREAS** for probate of WILL a letter of Administration case 17/2001 was filed in the court of District Judge, Purulia.

**WHEREAS** by the order dt 05.02.2002 the learned District Judge Purulia granted and allowed L.A case no. 17/2001 in favour of the beneficiary of the WILL i.e. entire 17 kathas of land to Sabitri Devi which was earlier acquired by Hira Lal Sharma vide registered sale deed dt. 28.01.1994 being Deed No. 603/94.

**WHEREAS** now the aforesaid Sabitri Devi became the absolute owner and in full possession of the entire land of 33.50 kathas more or less as mentioned above.

**WHEREAS** Sabitri Devi executed a registered deed of Gift dt. 17.07.2007 being deed no. 4672 in respect to the lands acquired by her through deed of gift dt. 28.01.1994 being Deed No. 604/94 in respect of the land situated at Mauza Purulia, Dist. Purulia under R.S. Khata No. 3226, Plot No. 2523/part measuring an area of 16.5 Kathas to her son Anand Sharma morefully described in schedule 'A' annexed to and forming part of this deed.

**WHEREAS** Sabitri Devi executed and registered a sale deed being Deed No. 3915 dt. 31.12.2003 in favour of Dr. Rita Modak wife of Dr. Rajendra Lal Modak w.r.t to land of village Purulia, Dist Purulia comprising to R.S. Khata No. 3226, Plot No. 2523 (Part) measuring an area of 6 Kathas 10 chattaks.

**WHEREAS** after the death of Sabitri Devi, the remaining land of 10 kathas 6 chattaks out of the remaining land of 17 kathas came in the share of her legal heirs namely 1) ANAND SHARMA (son) 2) MIRA SHARMA (daughter) 3) ANJU DEVI JOSHI (daughter) and they were inherited in equal shares of 3 kathas 7 chattaks 15 sqft. by each person.

**WHEREAS** MIRA SHARMA and ANJU DEVI JOSHI also executed a registered deed of gift dt 29.5.2024 being SL No. 2650/2024, I- 2621/2024 of their allocated share of 6 kathas 14 chattaks in favour of their brother Anand Sharma and put him into possession of property along with his share of 3 kathas 7 chattaks, morefully described in schedule 'A/1' annexed to and forming part of this deed.

**WHEREAS** Dr. RITA MODAK wife of Dr. Rajendra Lal Modak being absolute of owner of the properties mentioned in schedule 'A/2' Annexed to and forming

part of this deed executed a registered sale deed dt 02.07.2024 being SL no. 3393/2024, I-3241/2024 in favour of Anand Sharma (First Party) and put him in possession over the same.

**WHEREAS** Dr. RITA MODAK again executed and registered a sale deed on 03.07.2024 being SL. No. 3400/2024, I- 3278/2024 in respect of the property and described in schedule 'A/3' annexure to and forming part of this deed in favour of Anand Sharma

**WHEREAS** Land owner/ First Party ANAND SHARMA accordingly is fully seized and possessed of the property mentioned in schedule 'A', 'A/1', 'A/2' and 'A/3' as absolute owner comprising aggregate of 33.50 Kathas of land more or less and has accordingly mutated his name in the land records and municipal records paying up to date revenue to the government.

**WHEREAS** one another property in Mouza Palanja, J.L. No. 06 within Purulia Municipality recorded in L.R. Khatian No. 2381, being the portion of R.S./L.R. Plot No. 344, measuring an area of 1 Decimals and being the portion of R.S./L.R. Plot No.245, measuring an area of 3 Decimals. The total admeasured area of the aforesaid two R.S./L.R. Plots is 4 Decimals, specifically mentioned in the **schedule A/4** herein below have originally belonged to the present land owner and accordingly his name has been recorded in the L.R.R.O.R in respect of the aforesaid property and the aforesaid L.R. Khatian being No.2381 has been incorporated in favour of the present Land Owner.

**AND WHEREAS**, the Landowner is presently the law full owner of all that piece and parcel of land amalgamated out of **schedule 'A', 'A/1', 'A/2', 'A/3' and 'A/4'** lands and morefully described in the schedule 'I' below.

**AND WHEREAS**, the aforesaid Landowner executed a Development Agreement cum General Power of Attorney dated **24.10.2024** registered on **11.11.2024** vide Deed No. **140105973** entered in Book No. I, Volume No. **1401-2024**, Page No. **101824** to **101858** of the year **2024** in the office of District Sub Registrar, Purulia in favor of the Developer (the **VENDOR** hereto) to develop residential flats on the Schedule-I Property as per the terms and conditions agreed by and between both the parties by virtue of development agreement.

**AND WHEREAS** as per the registered development agreement, **THE DEVELOPER** had prepared the necessary plans/Drawing/Design for construction of the Apartment/Building project now named as **"HIRALALJI SERENITY HEIGHTS"** and submitted the same to the Purulia Municipality, Purulia for sanction and license of plan after obtaining consent/approval of **THE LAND OWNER** of the final plans of the said building at Builder's expenses for preparing and obtaining necessary Licenses and Sanctioned plan and subsequently, the Purulia Municipality vide **Building Permit Number: SWS-OBPAS/1402/2025/0218** dated **04.09.2025** has sanctioned map/plan of two blocks i.e. **Block-A** and **Block-B** and presently the construction is in full swing over the Schedule-I land.

**AND WHEREAS** as per the registered Development Agreement, the share has been divided between the **LAND OWNERS** and the **DEVELOPER**, the property described in Schedule-B below along with other units/flats has come in the share of the **DEVELOPER** and as per the provisions of the West Bengal Apartment Ownership Act,

rules and byelaws, the Developer is sole entitled to execute and register sale deed to the prospective PURCHASER(S) of their shares;

AND WHEREAS the PURCHASERS who are desirous of purchasing of **One Residential Unit being Flat No. .... on ..... Floor**, having **Super built up area ..... sq. ft. (RERA carpet area.....sq. ft.)** with One Car Parking Space in Basement of Block-..... of the said Multi Storied Residential Building Complex namely **“Hiralalji Serenity Heights”** standing over the ..... and has negotiated with the Vendor cum Developer and on negotiation, the VENDOR cum DEVELOPER has agreed to sale to the PURCHASER vide agreement dated ..... the aforesaid **One Residential Unit being Flat No. .... on ..... Floor**, having **Super built up area ..... sq. ft. (RERA carpet area.....sq. ft.)** with One Car Parking Space in Ground floor of Block-..... of the said Multi Storied Residential Building Complex namely **“Hiralalji Serenity Heights”** standing over the .....  
..... together with proportionate, joint, impartible, undivided share in the land and beneficial use and all easements and inheritance thereto more fully and particularly described in the **“Schedule-B”** below at and for a total consideration of **Rs. ....only (including GST)** free from all encumbrances charges, liens and demands whatsoever and forever and that PURCHASER have agreed to purchase the same at the said price and entered into a sale agreement dated ..... and paid consideration amount to the VENDOR.

**NOW THEREFORE THIS DEED OF ABSOLUTE SALE WITNESSES** that in pursuance of the said agreement and in consideration of **Rs. ....** only paid by the PURCHASER to the VENDOR, the receipt whereof the VENDOR cum DEVELOPER do hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release, absolve and discharge the PURCHASER from all claims in this regard hereto and every part thereof, the VENDOR cum DEVELOPER do hereby transfer, convey, grant, sale and assign absolutely and forever TO AND UNTO the PURCHASERS free from all encumbrances all rights, title and interest of the VENDOR cum DEVELOPER on and over the property i.e. **Flat No. .... on .....Floor**, having **Super built up area ..... sq. ft. (RERA carpet area.....sq. ft.)** with One Car Parking Space in Ground floor of Block-..... of the said Multi Storied Residential Building Complex namely **“HIRALALJI SERENITY HEIGHTS”** standing over the ..... more fully and particularly mentioned and described in the **“SCHEDULE-B”** below and all annexures, tenements, hereditaments, privileges, appendages, appurtenances, whatsoever, belonging to or anywise appertaining to the said property and every part thereof or which with the same at any time or times hereto before held as parcel thereof and appurtenant thereto AND all rights, title, interest, demand and claims and all rights of

easements of the VENDOR cum DEVELOPER IN TO AND UPON the said property, fully described in "SCHEDULE-B" hereby sold, granted, conveyed, transferred and assigned UNTO and TO the PURCHASERS absolutely and forever, free from all encumbrances, charges, claims, demands, liens, let, attachment whatsoever and the PURCHASERS shall at all times hereinafter be entitled to hold, possess and enjoy the same in permanent heritable and transferable chhaparbandi right in the manner as desired by them as absolute owners thereof.

**The VENDOR cum DEVELOPER covenant with the PURCHASERS AS FOLLOWS:-**

1. That the VENDOR cum DEVELOPER shall handover possession over the schedule-B property to the PURCHASERS, and the PURCHASERS shall and may at all times hereafter peaceably and quietly enter into, upon and hold, possess and enjoy the same without any lawful eviction, interruption, claim or demand, whatsoever, from or by the VENDOR cum DEVELOPER.
2. That the PURCHASERS shall further get their respective names mutated in all public records and Ranchi Municipal Corporation and the PURCHASERS henceforth shall pay all rent and taxes to the State and Ranchi Municipal Corporation directly in their own names.
3. That the PURCHASERS shall have full right and authority to use amenities and common facilities provided in the said multi-storied residential building along with other occupiers/owners of the said building.
4. That the VENDOR cum DEVELOPER has not done any act, deed or things whereby the property hereby sold, transferred and conveyed expressed or intended so to be has been encumbered or whereby the VENDOR cum DEVELOPER is hindered from selling, transferring or conveying the said property UNTO the PURCHASERS in the manner aforesaid.
5. That the VENDOR cum DEVELOPER has good, perfect and subsisting title to the said property and the VENDOR cum DEVELOPER is otherwise well and sufficiently entitled and empowered and have authority to sale, transfer, grant, convey and assign the "SCHEDULE-B" property unto and to the PURCHASERS.
6. That the PURCHASERS shall have and enjoy the absolute proprietary right on the said "SCHEDULE-B" property save and except that of demolishing or committing waste in respect of the said property in any manner so as to affect the structure of the said multi-storied building and also other co-owners having other units in the said Multi-Storied Building Complex acquired or may hereinafter purchase or acquire.
7. That on handover possession over the schedule-B property, the PURCHASERS shall have all rights to decorate the said Flats as per their own choice and requirement but shall not cause any damage to the main wall or the basic structure of the building and shall not demolish the basic walls and Pillars of the said Flats or building upon which the building is standing and outer elevation of the Flats shall

not be changed. The PURCHASERS shall not make any encroachment in the common area provided for the common use and facilities for all PURCHASERS of the Complex or portion of the multi-storied building.

8. That the PURCHASERS' undivided interest in the land of the said multi-storied building complex to the extent of their share in "SCHEDULE-B" property hereunder shall remain joint and undivided for all times along with other Co-PURCHASERS/Owners of the building complex and such interest in land or soil shall be impartiable.
9. That the PURCHASERS shall be entitled to sale, mortgage and lease or otherwise alienate their right in the "SCHEDULE-B" property to any person.
10. That the aforesaid project is registered under WBRERA vide .....
11. That The PURCHASERS shall abide by the rules and regulations whatsoever which shall be framed by the MAINTENANCE SOCIETY for proper management, maintenance and affairs of the multi-storied Buildings complex including for providing the common facility, safety and security etc. The monthly/annual maintenance of the multi-storied building complex shall also be done at the proportionate cost of the PURCHASERS/Occupants in the building by such Maintenance Society of the Building Complex.
12. Notwithstanding anything contained contrary in this deed, it is understood and agreed between the parties that, as per the inherited practices and also as per the many state laws, residential Flats in multi-storied apartments are saleable, marketed and registered/conveyed on Super builtup area denomination. Hence, conveyance / registration whether on RERA carpet area denomination or super builtup area denomination will not arise any confusion or conflict between the parties. There shall be no change in the total sale consideration agreed and also to the other clauses of the agreement due to this reason. The allottee / purchaser have already understood the difference between the carpet area and the super built-up area concept.
13. That the PURCHASERS shall pay the required Holding Tax, Land Revenue Tax, Water Tax, Electric Bill and monthly maintenance charges for common expenses and other charges proportionately, which shall become due in respect of the "SCHEDULE-B" property in their possession. The PURCHASERS shall abide by the rules, by laws, regulation whatsoever, which shall be framed by Maintenance Society for proper management, maintenance and affairs of the Multi-Storied Building Complex.
14. That the PURCHASERS have paid GST to the VENDOR cum DEVELOPER.
15. That the PURCHASERS have paid a sum of Rs. ....only to the Developer in the head of corpus fund of the building/association. The VENDOR cum DEVELOPER undertakes to transfer the above fund to the Account of the Association/Society at the earliest. The above Fund is being created as **Corpus Fund** to take care of the long term capital maintenance cost of the building.

16. That in case of any natural calamity or destruction of the building in future, the building may be reconstructed jointly by the co-owners of the complex who may hereafter or hereto before have acquired by purchasing different Units of the said multi-storied buildings, having similar right, title and interest in the land of the building. The co-owners shall pay and contribute the proportionate cost of their share in the building in his/her/their occupation for such reconstruction of the multi-storied building, if any, arises in future.
17. That the VENDOR cum DEVELOPER further agree and bind themselves to do and execute at all times such acts, deeds and things as may be required by the PURCHASERS on the latter's cost and expenses for more fully and effectively securing and assuring enjoyment of right, title, interest and possession on and over the said property sold and transferred hereunder unto the PURCHASERS.
18. **RERA CARPET AREA** means: the **net usable floor area of an apartment**, excluding the area covered by the external walls, areas under services shafts, excluding balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
19. **Built-up Area:** The RERA carpet area plus the thickness of external walls and including balconies of flat.
20. **Super Built-up Area:** The built-up area plus a share of common areas like lifts, lobby, staircases, etc.

#### Schedule 'A'

Land of Mauza Purulia Dist. Purulia, P.S. Purulia Town, J.L. No 292/2 within Purulia Municipality, Ward no. 11, old Holding 121/93 thereafter Holding no 183/A and at present Holding No.160, corresponding to R.S. Khata no. 3226, R.S plot no. 2523 area **16.50 kathas** more or less.

#### Schedule 'A/1'

Land of Mauza Purulia, Dist. Purulia, P.S. Purulia Town, J.L. No. 292/2 within Purulia Municipality, Ward no. 11, Holding no 159 corresponding to R.S. Khata 3226, R.S plot no. 2523 measuring area of **6 Kathas 14 Chattaks 30 sq.ft.** and along with share of **3 kathas 7 chattaks 15 sq.ft.** already belonging by inherited share to Anand Sharma from deceased mother Sabitri Devi.

#### Schedule 'A/2'

All that vacant land property within Purulia District, P.S. Purulia Town, **Mauza Purulia**, being J.L. No.292/2 within Purulia Municipality, Ward no. 11 Holding no. 159/1 situated at Sitaram Marwari Lane, Corresponding to **R.S. Khata 3226** portion of **R.S. Plot no. 2523** measuring an area of **4 Kathas 12 Chattaks**.

#### Schedule 'A/3'

All the vacant land property within Dist. Purulia. P.S. Purulia Town, **Mauza Purulia**, being J.L. No. 292/2 with Purulia Municipality Ward No. 11, Holding No. 159/1, Situated at Sitaram Marwari Lane Purulia Corresponding to **R.S. Khata no. 3226 R.S. plot no. 2523** measuring an area of **1 katha 14 Chattaks**.

#### Schedule 'A/4'

All the vacant land property within Dist. Purulia. P.S. Purulia Town, **Mauza Palanja**, being J.L. No. 6 with Purulia Municipality Ward No. 11, Holding No. 160, Situated at Sitaram Marwari Lane Purulia Corresponding to **L.R. Khatian No. 2381**, being the portion of **R.S./L.R. plot no 344**, measuring area of 1 Decimals and in the same Mouza under same L.R. Khaitan being the portion of **R.S./L.R. Plot No.345**, measuring an area of 3 Decimals.

#### **SCHEDULE - 'I'**

##### **DESCRIPTION OF THE LAND ON WHICH APARTMENT IS DEVELOPED**

All that piece and parcel of land measuring **47.41 decimals** (i.e. 20655.96 square feet) more or less out of 51.15 decimals (0.5115 acres) of land comprising of 43.41 Decimals belonging to **R.S. Plot No. 2523, R.S. Khatian No. 3226 of Mauza- Purulia-02 and L.R. Khatian No.2381**, 4 Decimals belonging to **R.S./L.R. Plot No.344/Part and 345/Part of Mouza Palanja-06** under P.S. Purulia Town, District-Purulia, derived out of Schedule-'A', 'A/1', 'A/2' & 'A/3'. 'A/4' land bearing Municipal Holding No. 160, 159, 159/1, under Ward-no 11 of Purulia Municipality situated at Sitaram Marwari Lane, Purulia under the jurisdiction of District Sub-Registrar of Purulia, in State of West Bengal. MAP delineated in red wash attached herewith which shall be treated as the part and parcel of this deed.

#### **BOUNDARIES**

|       |   |                                                                                       |
|-------|---|---------------------------------------------------------------------------------------|
| North | - | Sitaram Marwari Lane                                                                  |
| South | - | Existing Drain in Mouza Palanja.                                                      |
| East  | - | H/o Owner (North-East corner<br>H/o Anand Sharma),<br>Drain Passage and Mouza Palanja |
| West  | - | Portion of aforesaid R.S. Plot No. 2523.                                              |

#### **SCHEDULE- 'B'**

**ALL THAT PIECE AND PARCEL OF One Flat being Flat No. .... on ..... Floor, having Super built up area ..... sq. ft. (RERA carpet area.....sq. ft.) with One Car Parking Space in Ground floor of Block-..... of the said Multi Storied Residential Building Project namely "HIRALALJI SERENITY HEIGHTS" alongwith .....Sq. Ft. or ..... Decimal proportionate share of land being R.S. Plot No.....**

##### **Boundary of Flat:**

North : .....  
 South : .....  
 East : .....  
 West : .....



**Declaration with respect the Flat**

|   |                                                                                                            |                                                                                                                                                                 |
|---|------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Whether the Unit in Pucca or Kacha                                                                         | Pucca                                                                                                                                                           |
| 2 | If it is pucca, then whether it is conventional R.C.C.                                                     | Having conventional R.C.C. Roof                                                                                                                                 |
| 3 | Number of floors of the building                                                                           | There are G+5 upper floors in the building                                                                                                                      |
| 4 | Area of Flats hereby sold                                                                                  | Flat No. ...., having Super built up area ..... sq. ft. (RERA carpet area.....sq. ft.) in the .....Floor of the Building namely ..... (sold without roof right) |
| 5 | Year of construction                                                                                       | .....                                                                                                                                                           |
| 6 | Statement regarding quality of Electrical and other fittings of the Building                               | Standard                                                                                                                                                        |
| 7 | The area where the building is Situated is whether Residential, Commercial orIndustrial                    | Residential                                                                                                                                                     |
| 8 | Whether the Unit in question was let out on rent? If let out on rent, What was the annual rent of the same | N.A                                                                                                                                                             |

**VALUATION**

Though the transaction is made for Rs. .... only but for the purpose of stamp duty and registration fee, value of instrument is as follows:-

Value of Construction (..... Sq. Ft. @ Rs. ..../-)

: Rs. ....

Value of Proportionate share of land

(..... Decimal @ ...../- rounded off)

: Rs. ....

Total Rs. ..../-

**MEMO OF CONSIDERATION**

| <u>SL.NO</u> | <u>DATE</u>         | <u>Cheque no/DD no.</u> | <u>BANK</u> | <u>Amount (Rs.)</u> |
|--------------|---------------------|-------------------------|-------------|---------------------|
|              |                     |                         |             |                     |
|              |                     |                         |             |                     |
|              |                     |                         |             |                     |
|              |                     |                         |             |                     |
|              |                     |                         |             |                     |
|              | <b><u>TOTAL</u></b> |                         |             | ...../-             |

**CERTIFICATE**

This is to certify that the land is subject matter of this present and mentioned in the schedule is not the Govt. land. The same was neither acquired by the government for civil or military purposes nor it is bhoodan land .The land is outside from forest area limit and it does not belong to C.C.L., B.C.C.L or E.C.C.L. It is further certified that the land does not belong to Adivasi Khata nor connected with any member of scheduled Tribe and land is free from ceiling. It is not the land of any Temple, Math, Church or Mosque. It is also not the Khas Mahal, Khuntkatti, Sarna, Mansa, Hargarhi, Fodder Scam, Land Scam.

**IN WITNESS WHEREOF** the VENDOR cum DEVELOPER through its Partner has put his signatures to this Deed of Absolute Sale on the day, month and year written first above at Ranchi.

SIGNED AND DELIVERED by the VENDOR cum DEVELOPER at Ranchi in Presence of the

**WITNESSES:-**

1.

**Advik Shelters Pvt. Ltd.**



Director

**VENDOR cum DEVELOPER**

2.

**PURCHASER**