

THIS DEED OF SALE IS MADE ON THIS THE DAY OF,
2023.

BETWEEN

SHRI ANIL KUMAR JHA son of Late Deo Chandra Jha, Grandson of Late Jai Kant Jha, by Faith Hindu, by Caste General Caste (unaffected by CNT Act, 1908), by Occupation Business, resident of Shivalay Apartment, Flat No.402, Fourth Floor, Bada Ghaghra, P.S. Doranda, District Ranchi, State Jharkhand, State Jharkhand (hereinafter for the sake of brevity called the **VENDOR**) of the **FIRST PART**.

UID-XXX-XXXX-5534 PAN-ADKPJ7290C Mobile- 8105037062

Durga Developers Pvt. Ltd.
अनिल कुमार झा
Director

AND

SRI, Son of Late, Grandson of, by Faith, by Caste General (unaffected by CNT Act, 1908), by Occupation Service, resident of, District, State, (hereinafter called the **PURCHASER**) of the **SECOND PART**.

UID- PAN- Mobile-

AND

M/S DURGA DEVELOPERS PRIVATE LIMITED, a Company having its office located at Mohan Marketing Complex, Opposite IDBI Bank, Ashok Nagar, P.S. Argora, District Ranchi represented by its Director **SRI. ANIL KUMAR JHA** son of Late Deo Chandra Jha, , Grandson of Late Jai Kant Jha by Faith Hindu, by Caste General Caste (unaffected by CNT Act, 1908), by Occupation Business, resident of Shivalay Apartment, Flat No.402, Fourth Floor, Bada Ghaghra, P.S. Doranda, District Ranchi, State Jharkhand [hereinafter called THE DEVELOPER which expression shall unless excluded or repugnant to the subject or context mean and include his legal heirs, successors, executors, legal representatives, administrators, and assigns] of the **OTHER PART**;

The expression **VENDOR** and **PURCHASER** shall unless repugnant or expressly excluded by the subject or context below mean and include their respective legal heirs, executors, administrators, successors-in-interest, legal representative and assigns.

WHEREAS the aforesaid **VENDOR** is the absolute owner seized and possessed of or otherwise well and sufficient right, title and interest over the land under Khata No. 263, R.S. Plot No. 2158, Sub Plot No. 2158/Part, measuring an area 20 Katha equivalent to 33.05 Decimals, situated at Village-Argora, P.S. Argora, Thana No. 207, District Ranchi, State Jharkhand.

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Director

AND WHEREAS land under Khata No. 263, R.S. Plot No. 2158, measuring an area 02 Acre 96 Decimals, situated at Village- Argora, P.S. Argora, Thana No. 207, District Ranchi, State Jharkhand is recorded in the Revisional Survey Khatiyani in the name of Tea Districts Labor Association as Makan Bari.

AND WHEREAS Tea Districts Labor Association sold the aforesaid land in question to Kinlab (Private) Limited vide registered Sale Deed dated 22.02.1960, registered before the District Sub Registrar Ranchi, in the year 1960.

AND WHEREAS Kinlab (Private) Limited sold the land under Khata No. 263, R.S. Plot no. 2158, Sub Plot No. 2158/Part, corresponding to M.S. Plot No. 1867, measuring an area 2.49 Acre, Holding No. 1099, Ward No. IIC, situated at Village- Argora, P.S. Argora, Thana No. 207, District Ranchi, State Jharkhand to (1) Shri Bir Inder Singh Randhawa son of Balbir Singh Randhawa, (2) Sardar Balbir Singh Randhawa and (3) Sardar Amarjit Singh Randhawa vide registered Sale Deed No. 4018 dated 10.08.1961, registered before the District Sub Registrar Ranchi and which is entered in Book I Volume 24 Pages 551 to 560, in the year 1961. Thereafter Shri Bir Inder Singh Randhawa son of Late Balbir Singh Randhawa along-with others jointly got their names mutated in the Circle Office Town Anchal Ranchi vide Mutation Case No. 1514R27/1989-90 and started paying rent to the State.

AND WHEREAS after the death of Sardar Balbir Singh Randhawa his legal heirs and successors Filed a Title Suit No. 48 of 2001, before Ld. Civil Judge, Senior Division, Rourkela the judgment of which was challenged in Regular First Appeal No. 16/15 of 2006-07 before the Court of Additional District Judge Rourkela. The said appeal has been disposed of on the basis of compromise in which the aforesaid land in question came in the share of Shri Bir Inder Singh Randhawa son of Late Balbir Singh Randhawa vide order of

Additional District Judge Rourkela dated 15.03.2011 signed on 22.03.2011. Subsequent to judgment of First Appeal Shri Bir Inder Singh Randhawa son of Late Balbir Singh Randhawa came in possession over the land.

AND WHEREAS Shri Bir Inder Singh Randhawa son of Late Balbir Singh Randhawa through his Attorney Smt. Durga Jha daughter of Late Ram Chandra Jha (appointed vide P.O.A No. IV-861, dated 24.11.2017, entered in Book IV ,Volume 64 Pages 239 to 346) sold the land under Khata No. 263, R.S. Plot No. 2158, Sub Plot No. 2158/Part, corresponding to M.S. Plot No. 2158, measuring an area 20 Katha (33.05 Decimals), situated at Village-Argora, P.S. Argora, Thana No. 207, District Ranchi, State Jharkhand to (1) Shri Anil Kumar Jha son of Late Deo Chandra Jha and (2) Smt. Vijeta Verma wife of Shri Niloy Kumar Jha vide registered Sale Deed No. 7027 dated 01.12.2017, registered before the District Sub Registrar Ranchi and which is entered in Book I ,Volume 732 , Pages 191 to 338, in the year 2017. Thereafter (1) Shri Anil Kumar Jha son of Late Deo Chandra Jha and (2) Smt. Vijeta Verma wife of Shri Niloy Kumar Jha jointly got their names mutated in the Circle Office Argora Anchal, Ranchi vide Mutation Case No. 1493/2017-2018, dated 21/04/2018 and started paying rent to the State. Rent Receipt No. 0212741437, dated 02/07/2023 for the year 2023-24 stands recorded in their names.

AND WHEREAS the Land Owner through its Company "Durga Developer Private Ltd, constructed a (LB+UB+LG+G+6) Commercial building thereon, known as "SAI ARCADE" as per the plan sanction by Ranchi Municipal Corporation, Ranchi vide **RMC/BP/0686/W43/2020** sanctioned dated **09/06/2021** and **Rera Reg No.....** over the Schedule-A property.

AND WHEREAS the Purchaser approached to Vendor for purchasing the Shop of Vendor's Own Share allocation being **Shop No.** on the

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Director

..... Floor measuringSq. Ft. super built up along with the cost of undivided proportionate share of land Sq. Ft. on total consideration of Rs. /- (Rupees) only which the purchaser accepted the same and paid a sum of Rs/- (Rupees) only as a consideration to the Vendor which he do hereby confirm as having received and acknowledge and delivered peaceful physical possession over the Schedule-B Shop and undivided proportionate share of land to the Purchaser with right to use, enjoy common facilities in full and final satisfaction of Purchaser.

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS FOLLOWS:-

1. That in fact and circumstances aforesaid and in pursuance of the agreement dated 09.07.2021 and in consideration of construction cost of the Shop of Vendor's Own Share allocation **being Shop No.** on the **Floor** of "SAI ARCADE" together with cost of undivided share of land on the Ground Floor a sum of Rs./- (Rupees Twenty) only paid by the Purchaser to the Vendor and the receipt of which entire sum the Vendor do hereby admit and acknowledge for the same, and every part thereof absolutely and forever release, acquit and discharge to the Purchaser of the said Shop of Vendor's Own Share allocation, the Vendor do hereby irrevocably grant, transfer by way of absolute sale, assign, and assure with undivided proportionate share in the landed property and **Shop area Sq. Ft.** super built up area on the Ground floor which is fully described in the Schedule-B appended hereto below as part hereof, the said building hereto before known as "SAI ARCADE" distinguished butted and bounded TOGETHER WITH undivided proportionate share in land and share in all right, title, interest, claim and demand at law and in equity of the Land Owners into and upon the said Shop, and every part thereof AND

TOGETHER WITH all easements, benefits, advantages there to 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 "SAI ARCADE" TO HAVE AND TO HOLD as same UNTO AND TO the use of the Purchaser absolutely and forever.

2. That the Vendor does hereby covenant with the Purchaser that notwithstanding any act deed, matter or thing hereto before done, committed or performed or knowingly suffered by the Land Owner or any of their predecessors, entitle or ancestors, the land owner at all material times had and still have absolute right, perfect title and indefeasible authority to grant convey sell, assign, and assure Shop and undivided proportionate share in land on the Ground Floor of "SAI ARCADE" and every part thereof to the purchaser and that the same is free from all encumbrances charges, mortgage, lien, claim and demand of whatsoever nature.

3. That the Vendor does hereby further covenant with the Purchaser that the purchaser shall hold, possess and beneficiary enjoy the same and every part thereof and may get their name mutated in the record of the Circle Officer, Argora Anchal, Ranchi as well as in the Ranchi Municipal Corporation, Ranchi and wheresoever else that may be felt necessary and expedient.

4. That the Vendor does hereby again covenant with the Purchaser that the latter shall be served 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 or any charges or any encumbrances or any claim being made by any person whosoever to the said property or any part thereof.

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5. That the Vendor does hereby fully covenant with the Purchaser that at the request and cost of the Purchaser they do 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's title and possession over the said Shop, and every part thereof.

6. That the Vendor hereby declare that the said property is free from all encumbrance and liabilities and no other person/persons except the VENDOR have the right ,title interest and claim in the said property.

7. That the Vendor does hereby deliver to the Purchaser all relevant document relating to the title and possession of the schedule Shop, and undivided share in the land hereby conveyed and the Vendor and/or any person claiming under them do hereby covenant with the Purchaser that the Vendor lawfully seized and possessed the schedule finished Shop free from all encumbrances and they have absolute authority to the schedule Shop, in the manner aforesaid.

8. That the Purchaser shall have hereafter to the right to peaceably and quietly possess and enjoy the schedule Shop by the Purchaser either through tenants or assigns or relations without any claim permission or demand or obstruction or hindrance whatsoever either from the Vendor or from any person claiming from or under them.

9. That the Purchaser after taking possession of the schedule Shop shall be liable to do abide by rules and regulations of the Government Authority, Committee constituted by the Shop owners if any and the terms and conditions mentioned in this deed and he shall also be 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 Shop and proportionate share of land as fixed by the Government, local body and/or

committee, constituted by the Shop Owners from the date of execution and registration of the sale deed.

10. That the said Shop shall be used and or occupied by the Purchaser or their successors, legal representatives and/or legal heirs Not withstanding anything contained herein the Purchaser shall have full and absolute right to use the said Shop by them and their family members through their tenant, successors, assigns and also right to sale, mortgage or transfer to any person.

11. That the Purchaser shall be liable to bear proportionate responsibility and liability arising, occurring in pursuance of or in connection with the common facilities and amenities in the said Building.

12. That the Purchaser shall be liable for the electricity consumption in respect of the Schedule Shop and for such purpose a separate meter has been installed for recording such consumption.

13. That the Purchaser shall share proportionate responsibility as also the facility of the roof/terrace portions collectively with the remaining purchasers of the Shops in the said building.

14. That the Purchaser shall not make or permit to be made structure alteration in/or addition to the outer portion of the said building.

15. That the Purchaser shall not do or suffer anything to be done in the said Shop and/or in the said building which may cause a nuisance, annoyance or inconvenience to the remaining occupiers of the said building or the adjacent neighbors nor shall use the said Shop for any immoral/illegal purpose.

16. That the Purchaser shall have the right to use the common passage, staircase, parts in the said building and/or common amenities and/or facilities with other remaining occupiers of the said building.

17. That the Vendor does hereby further covenant that the aforesaid consideration amount for the said Schedule Shop is inclusive of the

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consideration money for the individual, undivided proportionate share in the said land upon which the said building is standing.

18. That the Purchaser undivided proportionate share in the said land shall remain joint for all times with the other co-owners occupiers who may thereafter or here before have acquire right, title and interest in the land.

19. That the Purchaser shall have right to enter into and upon other part of the commercial complex for the purpose of repairing, cleaning, maintaining, or renewing any such drains, water courses, cables as provided and or laying down by new sewers, drains, water resources cables, and wires, with as little disturbance as possible and making good the damage caused.

20. That the Purchaser shall have the right/ownership over the proportionate share of land of the entire compound of Multistoried building i.e. in case of any natural calamities/or its aging affect.

SCHEDULE - "A"

All that piece and parcel of land of R.S. Plot No.2158 , under Khewat No.1, Khata No. 263, measuring total area of the land 33.05 Decimals (20 Kattha) under Ward No.28 (Old) ,26 (New) **Holding No.0280001927000A1** of Ranchi Municipal Corporation, Ranchi situated at Mouza Argora, P.S. Argora, P.S. No.207 District Ranchi, which is bounded and butted as follows:-

North	- Ashok Nagar Main Road.
South	-Portion of Land Ashok Nagar
East	- Part Portion of R.S Plot No.2158
West	- Part Portion R.S Plot No.2158

SCHEDULE "B"

Shop of Vendor's Own Share allocation **being Shop No.....**on theFloor measuring an area **Sq. Ft.** Super Built-up and undivided proportionate

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share of land is Sq. Ft. on the Ground floor together with the right to use all common areas, common amenities and facilities in the said "SAI ARCADE", like stairs, generator, water pump supply, common electric supply, constructed over the Schedule-A property, which shown in the map in RED WASH attached to this deed and bounded and butted as follows:-

North -
 South -
 East -
 West -

MEMO OF CONSIDERATION

Sl. No.	Cheque No./DD/Cash	Bank	Date	Amount (in Rs.)
1.				
2.				
3.				
4.				
Total				Rs./-

Details of Construction:-

	Whether the building is Kuchha or pucca	Pucca
1.	If it is pucca then whether its Khaparposh or conventional or RCC Roof.	Having RCC Roof
2.	Number of floors	LB+UB+LG+G+6
3.	Area of Shop No. of the building	Total Area sq. ft. on the Floor
4.	The year of construction	2022-23
5.	Statement regarding quality of electrical and	Standard Fittings.

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(Handwritten Signature)

Director

	Other fittings of the building.	
6.	The Area where the building is constructed and its use, Commercial industrial.	33.05 Decimals Commercial Use
7.	Whether the building in question was let out on rent.	No
8.	Value of Construction sq. ft.	Rs./-
9.	Value of land Sq. ft. more or less	Rs/-
10.	Total Value	Rs./-

Note: It may be noted that the aforesaid property is purchased at the actual consideration amount of **Rs./- (Rupees Only)** but for purpose of registration, the valuation prescribed by competent authority has been considered i.e. **Rs./-**

CERTIFICATE

It is certified that the property mentioned in the Schedule does not come under the Government land. The aforesaid land has not been acquired by the any Government for C.C.L., B.C.C.L., H.E.C. or E.C.L. It is further certified that the said land is not a Schedule Tribes land or comes under the list of caste of C.N.T. Act or Forest Land and free from ceiling and do not fall under the land of Math, Mandir, Girja, Masjid, Gurudwara, Hargari, Sarna or Pahnai.

Durga Developers Pvt. Ltd.



Director

IN WITNESS WHEREOFF the LAND OWNER/VENDOR have put their signatures to these presents at Ranchi on the date, month and year first above written

WITNESSES

VENDOR/ LAND OWNER

1.

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Director

2.

Finger Impression of Left Hand, Photograph & Signature of the PURCHASER



Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb Finger

Certified that all the person photo attached in this deed their all the left hand & right hand fingers impression taken by and in front of me.

Drafted by:-

Durga Developers Pvt. Ltd.

Director