

THIS DEED OF SALE is made on this the 22<sup>nd</sup> day of January 2024.

**BETWEEN**

**MR. VIJAY KUMAR (DOB- 01.11.1959)** son of Sri Rajendra Prasad Singh, grandson of Late Ram Lakhan Prasad Singh by faith Hindu by caste General (Uncovered by CNT-ACT – 1908) by occupation ex-service having **PAN no. ABQPK6202P & AADHAR No. XXXX XXXX 0542 (Mobile No. 9631464730)** resident at flat no 201, Laxmi Apartment, Latma Road, Hesag – Ranchi - 834003 represented through **SRI SANTOSH KUMAR JAISWAL (DOB- 01.03.1978)** son of Sri Sita Ram Jaiswal, grandson of Late Laxmi Prasad, by faith Hindu, by caste General (Excluded by CNT ACT 1908), by occupation – business having **PAN No. AFHPJ5936Q & AADHAAR No. XXXX XXXX 6261 (Mobile No. 9431108154)** resident of Near United School, New Saket Nager,

Hinoo, P.S. Doranda, District Ranchi, Jharkhand, Indian Citizen, as Director of **FRONTAGE HOMES PRIVATE LIMITED, (PAN No. AACCF8767C)**, with its Principal place of business at The Home, Hawaii Nagar, Road No. 11, District Ranchi-834 003, State - Jharkhand Authority conferred u/s 5 (1) & (2) of Jharkhand Apartment (Flat) ownership Act, 2011 pursuant at Registered Development Agreement being Deed No. 2152 dated 01.12.2021 which is entered in Book No-I, Volume No 238, Page No- 325 to 412 for the year 2021 registered in the Office of District Sub Registrar, Ranchi Urban Area – 2 in the State of Jharkhand (hereinafter for the sake of brevity called the VENDOR/ OWNER, which expression shall unless repugnant to or excluded by the context or subject mean the VENDOR above name and include her legal heirs, successors, assigns, legal representatives, administrator authorized persons) of the **FIRST PART**.

AND

**Mrs. USHA SINGH (DOB- 10.03.1975)**, wife of Sri Sewak Singh, daughter of Parma Nand Singh, granddaughter of Bhola Singh Ramayani, by faith Hindu, by caste General (Excluded by CNT ACT 1908), by occupation housewife having **PAN No. AZDPD5318C & AADHAAR No. XXXX XXXX 1833 (Mobile No. ....)** resident of Sewak Medical Hall, Behind Panchmukhi Temple, Jhopri Market, Sector – 01, H.E.C. Colony, P.S. Jagarnathpur, Ranchi, Jharkhand - 834004 INDIAN CITIZEN, (hereinafter for the sake of brevity called the Purchaser of the **SECOND PART**).

AND

**FRONTAGE HOMES PRIVATE LIMITED, (PAN No. AACCF8767C)** a company incorporated and registered under the Indian Companies Act 2013, vide CIN No. U45201JH2015PTC003048 of 2015 dated 22.07.2015, having its registered office at P.O. Hinoo, Ranchi-834 002 (through its Director **Sri Santosh Kr Jaiswal** son of Sri Sita Ram Jaiswal by faith Hindu, by caste General (Excluded by CNT ACT 1908), by occupation business having **PAN No. AFHPJ5936Q& AADHAAR No. (XXXX XXXX 6261) (Mobile No. 9431108154)** resident of New Saket Nagar, Hinoo, Ranchi – 834002 who has been empowered to enter into this agreement as per resolution dated 28.12.2016 taken by

Board of Directors) herein after called the "PROMOTER - BUILDER" (herein after for the sake of brevity called the Developer/confirming party) of the OTHER PART.

The expression 'Land Owners', 'Purchaser' and 'Confirming Party' 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.

#### LAND HISTORY

WHEREAS the VENDOR is the owner of the property which is more fully and particularly describe in Scheduled annexe below.

WHEREAS the VENDOR is the sole owner and in peaceful possession of lands having Rayati Right, being Khata No. 97 R.S. Plot No. 263 measuring an area 95.5 decimals in village Hesag, Thana No. 247, P.S. Jagarnathpur, District Ranchi, originally held and possessed by Balbhadhar Singh. After death of Late Balbhadhar Singh, his widow Most. Kabilash Kuwar inherit the same and came in possession as absolute owner and occupier of the aforesaid land.

AND WHEREAS Most Kabilash Kuwar sold the piece and parcel of land of Khata no.97 Revisional Survey Plot no. 263 having an area 95.5 decimals having Raiyati right situated at village Hesag, Thana No. 247 Thana Ranchi (now Jagarnathpur) in the town of Ranchi, District Ranchi to Seikh Rashid Alam son of Seikh Wali Mohammad by virtue of registered deed of sale dated 23.08.1940 registered before the District Sub-Registrar, Ranchi entered in Book I, Volume 28, Pages 157 to 161 being deed no. 5764 for the Year 1940 and put him in khas possession thereof.

AND WHEREAS after the death of Rashid Alam, his sons and daughters came into peaceful possession on the total property. After family partition, the abovementioned land came in the share of Nasir Ahmad son of Late Rashid Alam.

AND WHEREAS Sri Nasir Ahmad sold the abovementioned lands to Sri Sabir Miya in the year 1970 by virtue of registered deed of sale. being deed no. 197, which is entered in Book No. 1, Volume 33, Pages 11 to 13 dated 02.03.1970.

AND WHEREAS Sri Sabir Miya sold the 6 Kathas of land out of total land to the Owner Sri Vijay Kumar son of Sri Rajendra Prasad Singh virtue of registered deed of sale being deed no. 3624, which is entered in Book No. 1, Volume 642, Pages 64 to 74 dated 19.06.1997.

AND WHEREAS after purchasing the aforesaid land Owner mutated his name in respect of 6 kathas land vide mutation case no. 225R27/1997-98 in the office of the State of Jharkhand and are regularly paying rent to the State up to 2021-2022 vide receipt no. 0264097431 dated 08.09.2021, which is entered in Volume 13 Page No. 78 of Panji II of the Circle Office, Namkum, ranchi.

**AND WHEREAS** the VENDOR is duly seized and possessed of the aforesaid land as absolute owner and has got indefeasible title thereof.

**AND WHEREAS**, the VENDOR above named intended to develop his Schedule-A property by constructing a multistoried residential buildings known as **"VATSALYA" APARTMENT consisting of 8** flats including car parking space in the ground floor through the DEVELOPER and for which the VENDOR has entered into an Agreement, with the Confirming Party inter-alia for the purpose of construction of a multi storied building on the Schedule-'A' property.

**AND WHEREAS** the land Owner authorized the Confirming Party by Registered Development Agreement dated 01.12.2021 which is entered in Book I, Volume – 238, pages 325 to 412 being Deed No. 2152 in the office of the SRO, Ranchi Urban Area II, to construct a multi storied residential building known as **"VATSALYA" APARTMENT"** on the Schedule-A Property at the cost of the Purchaser as per Plan Map sanctioned by the R.M.C., Ranchi vide B.C. Case No. **RMC/BP/0679/W51/2021** dated **13.09.2021** and RMC sanctioning only 8 flats so Jharkhand Real Estate Regulatory Act 2016 is not applicable for this project.

AND WHEREAS by virtue of said agreement the Confirming Party/Builder is entitled to BUILDERS ALLOCATION which he is free to sale and also is authorized to nominate such purchaser of his

share to the Landowner. The Landowners are bound to register undivided and un-demarcated share of land property to such Purchaser.

AND WHEREAS, Flat no. 101 is part of the BUILDERS ALLOCATION.

AND WHEREAS, **Mrs. Usha Singh** offered to purchase flat no. 101 with one Car Parking Space with undivided un-demarcated proportionate share of land of 527 sqft (more or less). The details of flat having area of 950 sqft carpet area equivalent to 1475 sqft super built-up area have been described in Schedule 'B'. The consideration was fixed for Rs. 54,75,000/- (Rs. Fifty Four Lakh Seventy Five Thousand) only which the purchaser accepted. The Confirming Party has constructed the flats. The total consideration has been paid to the Confirming Party and the Confirming Party does hereby confirm as having received and acknowledge the same. The Confirming Party after completion of the said construction has delivered peaceful physical possession over the Schedule-'B' flat and the undivided share of land of 527 sqft (more or less) of land to the Purchaser with right to use, and to enjoy the common facilities in full and final satisfaction of Purchaser and since then the Purchaser has occupied the said flat.

AND WHEREAS the Confirming Party has nominated the purchaser to the VENDOR to register the flat no. 101 with undivided, un-demarcated proportionate share of land 527 sqft.

NOW THEREOF THIS DEED OF SALE WITNESSES

1. That in view of the facts and the circumstances aforesaid, and in pursuance of the aforesaid agreement and in consideration of the construction cost along with the cost of undivided proportionate share of land, a sum of Rs. 54,75,000/- (Rs. Fifty Four Lakh Seventy Five Thousand) only paid by the purchaser to the Confirming Party and the receipt of entire sum which the Confirming Party does hereby admit and acknowledge for the same, and every part thereof absolutely and forever release, acquit, and discharge to the Purchaser the said flat, the VENDOR does hereby irrevocably grant, transfer by way of absolute sale,

assign, and assure with undivided proportionate share of land in the property and 950 sqft carpet area equivalent to 1475 sqft super built up area with one Car Parking Space on the ground Floor which is fully described in the Schedule 'B' appended hereto below as part hereof, the said flat is hereto before was known called and numbered, denoted, distinguished, butted and bounded TOGETHER WITH undivided proportionate share in land AND TOGETHER WITH all easements, benefits, advantages thereto belonging or in 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 the **VATSALYA APARTMENT**, TO HAVE AND TO HOLD as same UNTO AND TO the use of the "Purchaser" absolutely and forever jointly.

2. That the VENDOR do hereby covenant with the Purchaser that not withstanding any act deed, matter or thing hereto before done, committed or performed or knowingly suffered by the Owner/Confirming party or any of his/her/their predecessors in title or ancestors, the land owner and Confirming party at all material times had and still has absolute right, perfect title and indefeasible authority to grant convey sell, assign, and assure the undivided proportionate share in land and 950 sqft carpet area equivalent to 1475 sqft super built up area of flat with one Car Parking Space on the ground floor of "**VATSALYA APARTMENT**" 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 and Confirming party do hereby further covenant with the purchaser that the purchaser shall hold, possess and beneficially enjoy the same and every part thereof and may got his/her/their name mutated in the record of the circle officer, Namkum, as well as in the Ranchi Municipal Corporation and wheresoever else that may be felt necessary and expedient.

4. That the VENDOR and Confirming party do hereby again covenant with the purchaser that the later 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.
5. That the VENDOR and Confirming party do hereby fully covenant with the purchaser that at the request and cost of the Purchaser to execute and perform all such further acts, deeds, things and matters that may be reasonably necessary for more perfectly and fully assuring and securing the purchaser's title and possession over the said flat, and every part thereof.
6. That the VENDOR and Confirming party does hereby deliver to the Purchaser all relevant document relating to the title and possession of the schedule flat, parking space and undivided share in the land with roof right hereby conveyed and the VENDOR and/or any person claiming under him to hereby covenant with the Purchaser that the VENDOR/Confirming party is lawfully seized and possessed the schedule finished flat free from all encumbrances and they have absolute authority to the schedule flat, in the manner aforesaid.
7. That the Purchaser shall have hereafter the right to peacefully and quietly posses and enjoy the schedule flat by him or through tenants or assigns or relations without any claim, permission or demand or obstruction or hindrance whatsoever either from the VENDOR from or any person claiming from or under him or from the confirming party.
8. That the Purchaser after taking possession of the schedule flat shall be liable to abide by the rules and regulations of the Government Authority, Committee constituted by the flat owners if any and the terms and conditions mentioned in this deed and shall also be liable to pay all the relevant taxes, fees, payment, proportionate land revenue for the

proportionate undivided share in the land mentioned here above and in respect of the Flat as fixed by the Government, local body and/or committee, constituted by the flat Owners from the date of execution and Registration of the sale deed.

9. That the said flat shall be used and or occupied by the purchaser or his/her/their successors, legal representatives and/or legal heirs. Notwithstanding anything contained herein, the Purchaser shall have full and absolute right to use the said flat by him and his/her/their family members through his/her/their tenant, successors, assigns and also the right to sale, mortgage or transfer to any person.
10. That the purchaser shall be liable to bear proportionate share or responsibility of liability arising, occurring 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 in respect of the Schedule Flat and for the purpose a separate meter has been installed for recording the consumption.
12. That the purchaser shall share proportionate responsibility as also the facility of the roof/terrace portions collectively with the other purchasers of the flats in the said building.
13. That the purchaser shall not make or permit to be made any structural alteration in/or addition to the outer side of the said flat or apartment.
14. That the purchaser shall not do or offer anything to be done in the said flat and/or in the said apartment which may cause a nuisance, annoyance or inconvenience to the other 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, parts and roof area in the said

apartment and/or common amenities and/or facilities with other remaining occupiers of the said apartment.

16. That the confirming party do hereby further covenant that the aforesaid consideration amount for the said Schedule Flat is inclusive of the consideration money for the individual, undivided proportionate share in the said land upon which the said Schedule 'B' flat is standing.
17. That the Purchaser's undivided proportionate share in the said land shall remain joint for all times with the VENDOR and/or other Co-owners occupiers who may thereafter or here before have acquire right, title and interest in the land in any flat in the apartment is being hereby declared that the interest in the said land is impartable.
18. That the purchaser has the 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 as aforesaid and or laying down new sewers, drains, water courses cables, and wires, with as little disturbance as possible and making good the damage caused.
19. That the purchaser shall have the right/ownership over the proportionate share of land of the entire compound of the multi-storied building i.e., in case of any natural calamities /or its aging affect.

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

All that piece and parcel of land property situated at Village Hesag, being Portion of R.S. Plot no. 263 measuring 9.34 decimals (more or less) donated Holding No. 0540002841000Z0 under Ward No. 54 (New Ward No. 51) of Ranchi Municipal Corporation, Ranchi.

Khata No	RS Plot no.	Village	Thana	Thana no.	District
97	263	Hesag	Jagarnathpur	247	Ranchi

Butted and bounded as follows: -

North – Part of Plot No. 263  
 South – 20' Wide Road  
 East – Portion of Plot No. 263  
 West – Portion of Plot No. 263

SCHEDULE -B

Flat no. 101 of 950 sqft carpet area equivalent to 1475 sqft super built-up area in the North-West-South direction of first floor of the **"VATSALYA"** Apartment along with undivided and undemarcated proportionate share of land 527 sqft and one car parking space in the ground floor, approved plan of which is appended hereto. Super built-up Area shall mean and include the carpet area of flat, wall area, verandah/balcony/cupboard area, the proportionate area of staircase, guardroom and generator room if any. Flat Butted and Bounded as follows: -

North – Rear Setback open to Sky  
 South – Front Setback open to Sky  
 East – Stair, Lobby and Flat No. 102  
 West – Side Setback open to Sky

**Memo of Consideration:** -

SL.NO	CHEQUE/DD NO.	DATE	BANK & BRANCH	AMOUNT
1.	557876	18.10.2022	Indian Bank	2,01,000/-
2.	557877	29.12.2022	Indian Bank	3,50,000/-
3.	035381	29.12.2022	BOI	1,50,000/-
4.	253861	31.12.2022	ICICI Bank	21,77,206.50/-
5.	Internet Transfer	12.06.2023	-	5,00,000/-
6.	Internet Transfer	20.06.2023	-	9,21,944/-
7.	Internet Transfer	18.08.2023	-	3,24,000/-
8.	Internet Transfer	18.08.2023	-	1,00,000/-
9.	Internet Transfer	04.09.2023	-	4,57,596/-
10.	435249	18.01.2024	ICICI Bank	5,74,875/-

Total	57,56,621.50/-
Refund Excess Amount	7,871.50/-
<b>Total</b>	<b>57,48,750/-</b>
(-) GST Amount 5%	<b>2,73,750/-</b>
Amount received against Flat No. 101	<b>54,75,000/-</b>

Received Rs. 54,75,000/- (Rs. Fifty Four Lakh Seventy Five Thousand) only.

### **CERTIFICATE**

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. Army Force or any other purposes, it is not a forest land, nor a land of C.C.L., H.E.C.L., B.C.C.L. There is no Temple, Mosque, and Church over the aforesaid land and land not comes under preview in u/s 46(1) (b) of C.N.T. Act.

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

<b>Detail of Building as Follows: -</b>			
1.	Whether Kuchha or pucca	:	Pucca
2.	If pucca, whether tiled or reinforced concrete	:	Reinforced concrete
3.	Number of storied	:	G+4 Floor
4.	The plinth area of each floor or storied in the building with area of each storied of floor	:	1475 Sqft Super Built-Up area of Flat No.- 101
5.	The Year of Construction	:	2023
6.	A brief description of the nature of sanitary, Electrical and other fitting in the building and their quality.	:	Normal
7.	Area where the building is constructed and its use residential commercial or	:	Residential

	industrial.		
8.	If on rent its annual rent.	:	Not applicable
9.	For the purpose of registration fee and stamp duties the documents is valued as under: -		
	i. Value of Flat Area 1475 Sqft (with car parking space) (@ Rs. 3,699/Sqft)	:	Rs. 54,56,025/-
	ii. Value of Undivided Proportionate Land Area 527 Sq. Feet equivalent to 1.21 decimal	:	Rs. 4,65,975/-
<b>Total Value of Flat with Land</b>		<b>:</b>	<b>Rs. 59,22,000/-</b>

Though the property was purchased by the purchaser at total consideration amount of Rs. 54,75,000/- (Rs. Fifty Four Lakh Seventy Five Thousand) only, but the stamp duty was paid at the rate fixed by the authority as above for Rs. 59,22,000/= (Rs. Fifty Nine Lakh Twenty Two Thousand) only.

IN WITNESS WHEREOF the LAND OWNER/DEVELOPER and CONFIRMING PARTY have put their signatures to these presents at Ranchi on the date, month and year first above written.

WITNESS

1.

1. VENDOR/DEVELOPER

2.

2. For Frontage Homes Pvt. Ltd  
through its director

Drafted & typed by

Advocate

Mr. Santosh Kumar Jaiswal