

## DEED OF SALE

THIS DEED OF SALE is made and executed on this the .....day of..... , 2024, A.D. at Ranchi;

### BY

**PANAS REALTORS LLP**, a limited liability partnership firm (GST No. 20AATFP5938K1ZQ, LLP Identity Number (LIN) AAI-3095, PAN: AATFP5938K) having its registered Office at Shop no. 502, MODI HEIGHTS, 5<sup>th</sup> Floor, Phase-2, Ratu Road, Opp. All India Radio, P. S. Sukhdeo Nagar, Ranchi-834005 in the State of Jharkhand in India, its present partners being Sri Arun Jhunjunwala, Shri Narayan Prasad Jalan , Shri Aditya Jhunjunwala, Shri Pradeep Modi and Shri Pranay Modi, herein represented through its designated partner and authorized signatory **SHRI NARAYAN PRASAD JALAN**, (Date of Birth 18<sup>th</sup> April, 1961) son of Late Ganesh Prasad Jalan and grandson of Late Hiralal Jalan, by caste Agarwal Bania, by faith Hindu, by occupation business, resident of 9/3, Basant Vihar, Kanke Road, Ranchi (Jharkhand), Indian Citizen, (**UID : XXXX XXXX 7635 Mobile no. +91 9534911111**) pursuant to the authority granted by the Board Resolution dated 20/05/2024 (hereinafter called the **DEVELOPER / PROMOTER /VENDOR** which terms and expression unless excluded by or repugnant to the subject or context shall mean and include its successors, assigns, legal representatives, executors and administrators) of the **ONE PART**

### AND

### IN FAVOUR OF

..... date of Birth - ..... (AADHAR No..... PAN : ..... Mobile No..... ), son/wife/ daughter of ....., Grand son/daughter of..... by occupation : ....., by faith : ....., by caste : ....., resident of ..... P.S. .... District ..... in the State of ....., Indian Citizen/N.R.I., hereinafter called the "**PURCHASER/S**" (which expression shall, unless it be repugnant to the context or subject or meaning thereof be deemed to mean and include himself/herself/ themselves and his/her/their respective heirs, successors, legal representatives, executors, administrators, assigns, as the case may be ) of the **OTHER PART**;

In this Deed unless the context otherwise demands the reference to :

- (i) male gender shall mean and include the female gender and vice-versa;
  - (ii) singular shall mean and include plural and vice-versa;
  - (iii) living person shall mean and include body corporate and/or any other artificial person;
- and

- (iv) the reference to the word “apartment” and the word “flat” refers to the residential unit in the apartments complexes “**GRIHAM 18**”.

**WHEREAS**

The reference to the word “**the said PROPERTY**” refers to the land and structure standing thereon and all things attached to earth on land measuring 30.64 Decimals being portion of M.S. Plot No. 1472 corresponding to Plot No. 15/A and land measuring 4.18 Decimals being portion of M.S. Plot No. 1473 corresponding to Plot No. 16 total land measuring **34.82 Decimals** corresponding to Holding No. 694/A2 within Ward No. 7 at present Holding No. 0200004728002A1, 0180000787000Z0, 0180001030000A1 within old ward No. 20 New Ward No. 10 of Ranchi Municipality now Ranchi Municipal Corporation, Ranchi situated at Village - Lalpur, P.S. - Lalpur, Thana No. 197, in the town and District of Ranchi and more particularly described in the “**SCHEDULE-A**” hereunder written owned and possessed by **(1) Sabita Singh, (2) Kwality Construction Company Pvt Ltd and (3) Siddharth Jhunjunwala and Rohit Jhunjunwala.**

**AND WHEREAS** one Kali Pado Ghosh was the sole and absolute owner and seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land comprised within Municipal Survey Plot Nos. 1472 and 1473, bearing Holding Nos. 4 within Ward No. VII of Ranchi Municipal Corporation, Ranchi, situated at Circular Road, Upper Burdwan Compound, Ranchi.

**AND WHEREAS** Kali Pado Ghosh being the sole and absolute owner and seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land comprised within Municipal Survey Plot Nos. 1472 and 1473, bearing Holding Nos. 4 within Ward No. VII of Ranchi Municipal Corporation, Ranchi, situated at Circular Road, Upper Burdwan Compound, Ranchi died intestate in November 1929 leaving behind him surviving his four sons namely Prafullo Kumar Ghosh, Sishir Kumar Ghosh, Dr. Sanat Kumar Ghosh, and Nanda Kumar Ghosh, as his legal heirs, representatives and successors, and thus they became the joint owners and seized and possessed of and otherwise well and sufficiently entitled to the same free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

**AND WHEREAS** the Prafullo Kumar Ghosh, Sishir Kumar Ghosh, Dr. Sanat Kumar Ghosh, and Nand Kumar Ghosh, being the joint owners and seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land comprised within Municipal Survey Plot Nos. 1472 and 1473, bearing Holding Nos. 4 within Ward No. VII of Ranchi Municipal Corporation, Ranchi, situated at Circular Road, Upper Burdwan Compound, Ranchi executed a Deed of Partition dated 9th day of May, 1935 and duly registered in the office of the District Registrar, Alipore and entered in Book No. 1, Volume No. 50, Pages. 122 to 149, Being No. 2114 for the year 1935 and each of the parties came into separate possession of the properties allotted to them respectively and accordingly the southern portion of M.S. Plot No. 1472 and portion of M.S. Plot No. 1473 along with other properties were allotted to Nanda Kumar Ghosh free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

**AND WHEREAS** the said Nanda Kumar Ghosh being the sole and absolute owner and seized and possessed of and otherwise well and sufficiently entitled to ALL THAT piece and parcel of land comprised within Municipal Survey the southern portion of Plot No. 1472 and portions of Plot No.1473, within Ward No. VII-B of Ranchi Municipal Corporation, Ranchi, situated at Circular Road, Upper Burdwan Compound, Ranchi died intestate on the 5th day of July, 1971 leaving behind him surviving Mukul Ghosh and others as his legal heirs

successors and representatives and thus they became the joint owners and seized and possessed of and otherwise well and sufficiently entitled to the same free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

**AND WHEREAS** the said Mukul Ghosh along with others heirs of deceased Nanda Kumar Ghosh being the joint owners and seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land comprised within Municipal Survey the southern portion of Plot No. 1472 and portions of Plot No.1473, within Ward No. VII-B of Ranchi Municipal Corporation, Ranchi, situated at Circular Road, Upper Burdwan Compound, Ranchi through a Deed of Sale dated 07th day of February' 1973, and duly registered in the office of the District Sub Registrar, Ranchi and entered in Book No. I, Volume No. 73, Pages. 365 to 375, Deed No. 1564 for the year 1973 sold, transferred, conveyed, devised, demised, delivered, alienated, assured, granted, provided and given a piece and parcel of land admeasuring 3 Bighas, 1Cottah and 12Chittacks more or less out of M.S. Plot No. 1472 and portion of M.S. Plot No. 1473, bearing Holding No. 694-A under Ward No. VII-B of the Ranchi Municipal Corporation, Ranchi unto and in favour of Nirendra Nath Sarkar and others, for valuable consideration/s mentioned thereof same free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

**AND WHEREAS** by virtue of another registered sale deed dated 7.2.1973 the aforesaid 4 legal heirs of deceased Nand Kumar Ghosh jointly sold to Smt. Kamala Devi Jaiswal and Smt Gita Jaiswal 25 Kathas 11 Chattaks of the aforesaid land.

**AND WHEREAS** aforesaid Nirendra Nath sarkar and Rabindra Nath Biswas sold the entire land purchased by them to different purchasers.

**AND WHEREAS** the name of Shri Nirendra Nath Sarkar and Shri Rabindra Nath Biswas and Smt. Kamala Devi Jaiswal and Smt. Gita Devi Jaiswal have already been mutated with respect to the aforesaid 87 Kathas 7 Chattaks land.

**AND WHEREAS** after the aforesaid transactions of sale in respect of the said property of village Lalpur, the three legal heirs of late Nanda Kumar Ghosh amicably partitioned the remaining properties left by Late Nanda Kumar Ghosh by virtue of a registered deed of partition dated 29.3.1976 registered in Ranchi registration office entered in Book no.1, Vol .no.51, pages 537-544 being no.1976 of the year 1976- and came in peaceful possession of the respective, shares in accordance to the schedule and map attached to the said registered deed of partition.

**AND WHEREAS** thereafter Shri Mukul Ghosh, son of Late Nanda Kumar Ghosh came in exclusive possession of the property allotted to them and specifically described in the schedule of the said Registered Deed of Partition and shown in the map attached to the said deed.

**AND WHEREAS** Shri Mukul Ghosh applied before the competent Authority for permission of sell vacant portion of M.S. Plot No.1472 and 1473 being Jamabandi no. 98/A and 98/B, and Plot no. 15/A , and 16 virtue of the said registered deed of partition under the provisions of the section 26 of Urban Land (Ceiling and Regulations) Act, 1976 and the permission was accorded to the said Mukul Ghosh under Section 26 of the said Act vide case no.511 of 1980 dated 3-6-1980 and the statutory period of 60 days expired long back and the permission to sell the land.

**AND WHEREAS** Mukul Ghosh agreed to sell to Late Dipty Mukherjee VENDOR a plot of land measuring 4 ½ (Four and a Half) Kathas more or less out of the aforementioned land specifically described in the schedule and delineated in RED wash in the Map.

**AND WHEREAS** the Late Dipty Mukherjee purchased the said land vide Regd. sale deed no 8159 dated 31.10.1980 and same in peaceful possession of the purchased land.

**AND WHEREAS**, the name of Late Dipty Mukherjee have already been mutated in respect of the aforesaid 4 ½ (Four and a Half) Kathas more or less, land vide Mutation Case Ranchi, and has been receiving the land rent and Tax receipts in her name issued by the Land Revenue Deptt. Govt. of Bihar and Ranchi Municipal Corporation, Ranchi.

**AND WHEREAS** Late Dipty Mukherjee died in April 1999 leaving behind\_ her husband Sri Nirendra Nath Mukherjee and two daughters namely Indrani Chakraborty and Chandrani Sanyal as her heirs and successors.

**AND WHEREAS** the said Sri Nirendra Nath Mukherjee, Indrani Chakraborty and Chandrani Sanyal being the joint owners and seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land admeasuring 4.5 Katha more or less out of M.S. Plot No. 1472, marked as Sub Plot No. 1472/D, bearing Holding No. 694 (old and 694/J2 (New) Jamabandi No. 98/B, Plot No. 15/A situated at Circular Road, Upper Burdwan Compound, Ranchi Municipal Corporation Ranchi by a Deed of Sale dated 17.05.2002 and duly registered with the office of the District Sub Registrar, Ranchi, and recorded in Deed No. 5900 for the year 2002 sold, transferred, conveyed, devised, demised, delivered, alienated, assured, granted, provided and given a part of the same admeasuring in favour of one **Sabita Singh (Landowner No. 1)** for valuable consideration/s mentioned thereof same free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

**AND WHEREAS** the Sabita Singh (Landowner No. 1) being the sole and absolute owner and seized and possessed of and otherwise well and sufficiently entitled to ALL THAT piece and parcel of land admeasuring 4.5 Katha more or less portion of M.S. Plot No. 1472, marked as Sub Plot No. 1472/D, bearing Holding No. 694 (old and 694/J2 (New), Jamabandi No. 98/B, Plot No. 15/A situated at Circular Road, Upper Burdwan Compound, Ranchi Municipal Corporation Ranchi, hereinafter more fully and particularly described and enumerated in the SCHEDULE hereunder written and/or given, and enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever got her name mutated with respect to the aforesaid land in the office of Circle Officer, Town Anchal Ranchi, vide Mutation Case No. 1211R27/2002-03 order dated 01.10.2002 and her name is also entered in Register II, Volume No. 2 Page No. 157 and paying revenue rent to the competent authorities regularly.

**AND WHEREAS** by virtue of another registered sale deed dated 7.2.1973 the aforesaid 3 legal heirs of Late Nanda Kumar Ghosh jointly sold to Smt. Kamala Devi Jaiswal and Smt. Gita Jaiswal 25 Kathas 11 Chataks of the aforesaid land.

**AND WHEREAS** Nirendra Nath Sarkar and Rabindra Nath Biswas sold the entire land purchased which is by them to different purchasers.

**AND WHEREAS** the names of Nirendra Nath Sarkar and Rabindra Nath Biswas and Smt. Kamla Devi Jaiswal and Smt. Gita Devi Jaiswal have already been mutated their names with respect to the aforesaid 87 Kathas 7 Chataks of land and proportionate rent has been assessed for the same.

**AND WHEREAS** after the aforesaid transactions of sale in respect of the said property of village Lalpur, the said three heirs of Late Nanda Kumar Ghosh amicably partitioned the remaining properties left by late Nanda Kumar Ghosh by virtue of a registered deed of partition dated 29.3.1976 registered in Ranchi registration office in book no.1, vol. no.51 pages 537-544 being no. 1976 of the year 1976 and came in peaceful possession of the respective shares in accordance to the schedule and Map attached to the Said registered deed of partition

**AND WHEREAS** thereafter Shri Mukul Ghosh, son of Late Nanda Kumar Ghosh came in exclusive possession of the property allotted to him and specifically described in the schedule of the said Registered Deed of partition and shown in the map attached to the said deed.

**AND WHEREAS** Shri Mukul Ghosh applied to the competent Authority for permission for sell the vacant

portion of M.S. plot no.1472 and 1473 being jamabandi no.98/A and plot no. 15/A and 16 out of the land and residential House allotted to him by virtue of the said Registered deed of partition after obtaining permission from competent authority under section 26 of Urban Land (Ceiling and Regulation) Act 1976 and the permission was accorded to the Shri Mukul Ghosh under section of the said Act vide memo no. 1472 (II) R dated 21.4.1977 to sell the land.

**AND WHEREAS** Shri Mukul Ghosh agreed to sell to Shri Nirendra Nath Mukherjee a plot of land measuring 6 ½ Kathas more or less out of the aforementioned land.

**AND WHEREAS** Shri Nirendra Nath Mukherjee purchased the said land vide deed no.5444 Sl.No.5704 dated came in exclusive and peaceful possession of the purchased Land.

**AND WHEREAS**, the name of Shri Nirendra Nath Mukherjee has already been mutated in respect of the aforesaid 6 ½ Kathas land vide mutation case no.608(R) 27 of 1977-78 in the sirista of the town Anchal Ranchi, and has been receiving land Rent Receipts and Tax receipts in his name issued by the Government and Ranchi Municipal Corporation, Ranchi regularly.

**AND WHEREAS** the Vendor constructed a Pucca residential House on the above purchased land based on building plan approved by Ranchi Municipal Corporation in the year 1979-80 and is in peaceful possession of this building and land till today.

**AND WHEREAS** the said Sri Nirendra Nath Mukherjee being the owner and seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land admeasuring 6.5 Katha more or less out of M.S. Plot No. 1472, marked as Sub Plot No. 1472/A, bearing Holding No. 694 (old and 694/J (New) Jamabandi No. 98/B, Plot No. 15/A situated at Circular Road, Upper Burdwan Compound, Ranchi Municipal Corporation Ranchi through a Deed of Sale dated 17.05.2002 and duly registered in the office of the District Sub Registrar, Ranchi, being Deed No. 5899 for the year 2002 sold, transferred, conveyed, devised, demised, delivered, alienated, assured, granted, provided and given a part of the same admeasuring in favour of one **M/S KWALITY CONSTRUCTION COMPANY PVT. LTD.** through Director Sitaram prasad Singh son of Saryu Prasad Singh (**Landowner No. 2**) for valuable consideration/s mentioned thereof same free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

**AND WHEREAS** the said M/S KWALITY CONSTRUCTION COMPANY PVT. LTD. through Director Sitaram prasad Singh son of Saryu Prasad Singh (Landowner No. 2) being the sole and absolute owner and seized and possessed of and otherwise well and sufficiently entitled to ALL THAT piece and parcel of land admeasuring 6.5 Katha more or less out of M.S. Plot No. 1472, marked as Sub Plot No. 1472/A, bearing Holding No. 694 (old and 694/J (New) Jamabandi No. 98/B, Plot No. 15/A situated at Circular Road, Upper Burdwan Compound, Ranchi Municipal Corporation Ranchi, hereinafter more fully and particularly described and enumerated in the SCHEDULE hereunder written and/or given, and enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever got its name mutated in the office of Circle Officer, Town Anchal Ranchi, vide Mutation Case No. 1212R27/2002-03 order dated 10.08.2002 and her name is also entered in Register II, Volume No. 2 Page No. 94 and paying revenue rent to the competent authorities regularly with respect to the aforesaid lands absolute owner.

The reference to the word "the said PROPERTY" refers to the land measuring 12.46 Decimals being portion of M.S. Plot No. 1472 and land measuring 4.18 Decimals being portion of M.S. Plot No. 1473 corresponding to Plot No. 15/A, total land measuring to 16.64 Decimals corresponding to Holding No. 694/A2 within Ward No. 7 at present HoldingNo. **0200004728002A1** within old ward No. 20 New Ward No. 10 of Ranchi Municipality now

Ranchi Municipal Corporation, Ranchi situated at Village - Lalpur, P.S. - Lalpur, Thana No. 197, in the town and District of Ranchi and more particularly described in the "SCHEDULE-A-2" hereunder written owned and possessed by **(1) ROHIT JHUNJHUNWALA** Date of Birth 16-07-1973 son of Late Vijay Kumar Jhunjhunwala, Grandson of Late Kishori Lal Jhunjhunwala by Category - General, by Faith - Hindu, by Occupation - Business, (Not affected by CNT Act 1908), Residents of 98B, Burdwan Compound, Opp. Debuka Nursing Home Road, Lalpur, P.S. - Lalpur, District - Ranchi, State - Jharkhand, Indian Citizen (UID: XXXX XXXX 6552; PAN: ABSPJ5877D; MOB: 9534884000); **(2) SIDDHARTH JHUNJHUNWALA** Date of Birth 21-08-1980 son of Late Vijay Kumar Jhunjhunwala, Grandson of Late Kishori Lal Jhunjhunwala by Category - General, by Faith - Hindu, by Occupation - Business (Not affected by CNT Act 1908), Residents of 98B, Burdwan Compound, Opp. Debuka Nursing Home Road, Lalpur, P.S. - Lalpur, District - Ranchi, State - Jharkhand, Indian Citizen (UID: XXXX XXXX 4195; PAN: ADJPJ2412R; MOB: 9934303930)

AND WHEREAS the said Kali Pado Ghosh purchased in auction sale from the court of the Sub Judge, Ranchi in Execution Case No. 231 of 1910 Plot Nos. 85 Area 1.24 Acres including tank and drain of 8 feet and Plot No. 82/A area 0.95 acres having Chhparbandi permanent and heritable right and present Plot No. 15/A area 2.138 Karies and rent payable Rs. 64.14 paisa along with the other properties situated at Village - Lalpur commonly known as Burdwan Compound, P.S. Ranchi (now Lalpur), District - Ranchi and came into possession of the same.

AND WHEREAS the land measuring 4 Acre 138 Kari of M.S. Plot No. 1472 within old Ward No. VII of Ranchi Municipality (now Ranchi Municipal Corporation, Ranchi) were recorded in Municipal Survey Khatian published on 25.09.1929 in the name of Kalipado Ghosh by Caste Kayastha sakin Mahalla Upper Bazar, Ranchi as owner and occupier of the land.

AND WHEREAS Mr. Kali Pado Ghosh died in November 1929 leaving behind four sons namely Sri Prafullo Kumar Ghosh, Sri Sishir kumar Ghosh, Dr. Sanat Kumar Ghosh and Sri Nanda Kumar Ghosh as his legal heirs and successors who jointly inherited the property and they came into possession of the properties left by deceased Kali Pado Ghosh.

AND WHEREAS the aforementioned four sons of deceased Kali Pado Ghosh partitioned the properties among themselves by virtue of a registered deed of partition dated the 29th May 1935 registered in the Office of the District Registrar, 24 Parganas, Alipore (Calcutta) and entered in Book No. 1, Volume No. 50, Pages 122 to 141 being Deed No. 2114 for the year 1935 and thereafter they came in separate possession on the properties allotted to them.

AND WHEREAS Municipal Holding No. 694 of Ward No. VII-B of the Ranchi Municipality which is the southern portion of M.S. Plot No. 1472 and portion of M.S. Plot No. 1473 appertaining to Plot No. 15/A, Jamabandi No. 98B, measuring 2.138 Karies and Portion of Plot No. 16, Jamabandi No. 98A, measuring 0.120 Karies situated in village Lalpur, Ranchi corresponding to C.S. Plot No. 85 and 82A along with other properties were allotted to Nanda Kumar Ghosh in accordance to the Schedule 'E' of the aforementioned partition deed.

AND WHEREAS thereafter Nanda Kumar Ghosh filed Case No. 329-R8 of 1942-43 for mutation and correction of entry and his prayer was allowed and his name was vide order dated 31.03.1943 aforesaid holdings were declared as Chhparbandi land having permanent heritable and transferable right.

AND WHEREAS Nanda Kumar Ghosh died intestate on the 05.07.1971 leaving behind his wife Smt.

Santi Lata Ghosh, one son Shri Mukul Ghosh and one daughter Smt. Sumitra Basu as his heirs who inherited the same and came in joint possession over the properties left by deceased Nanda Kumar Ghosh.

AND WHEREAS the three heirs of deceased Nanda Kumar Ghosh namely Mukul Ghosh son of Late Nanda Kumar Ghosh, Smt. Shanti Lata Ghosh wife of Late Nanda Kumar Ghosh and Smt. Sumitra Basu daughter of Late Nanda Kumar Ghosh and wife of Sri Dilip Kumar Basu had sold and transferred the land measuring 61 Kathas 12 Chattak being portion of M.S. Plot No. 1472 and 1473 situated at Village - Lalpur, P.S. - Lalpur, Thana No. 197, in the town and District of Ranchi to Nirendra Nath Sarkar son of Sri Nagendra Nath Sarkar and Sri Rabindra Nath Biswas son of Late Kartik Chandra Biswas by virtue of a registered Sale Deed No. 1564 dated 07.02.1973 which is entered in Book No. 1, Volume No. 78, Page No. 365 to 375 for the year 1973 registered in the office of District Sub Registrar, Ranchi.

AND WHEREAS the Nirendra Nath Sarkar son of Sri Nagendra Nath Sarkar and Sri Rabindra Nath Biswas son of Late Kartik Chandra Biswas had sold and transferred the land measuring 10 Kathas 1 Chattak being portion of M.S. Plot No. 1472 and 1473 situated at Village - Lalpur, P.S. - Lalpur, Thana No. 197, in the town and District of Ranchi to Srimati Aparna Ghosh wife of Shri Ramesh Chandra Ghosh by virtue of a registered Sale Deed No. 1374 dated 27.01.1975 which is entered in Book No. 1, Volume No. 85, Page No. 502 to 510 for the year 1975 registered in the office of District Sub Registrar, Ranchi.

AND WHEREAS the Srimati Aparna Ghosh wife of Shri Ramesh Chandra Ghosh had sold and transferred the land measuring 10 Kathas 1 Chattak being portion of M.S. Plot No. 1472 and 1473 situated at Village - Lalpur, P.S. - Lalpur, Thana No. 197, in the town and District of Ranchi to Srimati Sharda Jhunjunwala wife of Sri Vijay Kumar Jhunjunwala by virtue of a registered Sale being Deed No. 7784 dated 06.10.1980 which is entered in Book No. 1, Volume No. 71, Page No. 521 to 532 for the year 1980 registered in the office of District Sub Registrar, Ranchi.

AND WHEREAS Srimati Sharda Jhunjunwala after purchase of the said land got her name mutated in Circle Office, Ranchi with respect to the aforesaid land and also got Holding from Ranchi Municipal Corporation and she paid rent and taxes to the concern authority in her own name as absolute owner and remained in peaceful possession over the same.

AND WHEREAS said Srimati Sharda Jhunjunwala died on 01.10.1998 leaving behind her husband Sri Vijay Kumar Jhunjunwala, two sons namely Rohit Jhunjunwala (Landowner No. 1) and Siddharth Jhunjunwala (Landowner No. 2) and one daughter namely Smt. Preeti Agarwal wife of Sri Jitendra Agarwal as her legal heir and successor thereafter they remained in peaceful possession over the same and partitioned the same vide Title (Partition) Suit Case No. 311 of 2011 from the Court of Sub Judge VIII, Ranchi passed the judgement and decree on the basis of compromise petition vide order dated 22.10.2011 accordingly said land allotted to Rohit Jhunjunwala (Landowner No. 1) and Siddharth Jhunjunwala (Landowner No. 2) in equal share.

AND WHEREAS **Rohit Jhunjunwala (Landowner No. 1) and Siddharth Jhunjunwala (Landowner No. 2)** got their names mutated in Circle Office, Ranchi vide Mutation Appeal Case No. **608/R15/2021-2022** order dated 23.03.2023 passed by L.R.D.C., Ranchi for land measuring 12.46 Decimals being portion of M.S. Plot No. 1472 and 4.18 Decimals being portion of M.S. Plot No. 1473 total admeasuring to 16.64 Decimals i.e. 10 Kathas 1 Chattak which is entered in Register II, Volume No. **11**, Page No. **104** and also got Holding from Ranchi Municipal Corporation and have been allotted Holding No. **0200004728002A1** within old ward No. 20 New Ward No. 10 since then they are paying rent and taxes to the concern authority and

remained in peaceful possession over the same as absolute owner of **Schedule – A** property.

AND WHEREAS the Owners are desirous of getting their Scheduled property as described in Schedule A below, developed into multi-storied residential building/apartment consisting of flats/dwelling units therein.

AND WHEREAS upon deliberations and discussions held and in between the landowners and the developer it was agreed to amalgamate the adjacent plot north to the Schedule A property and accordingly a sanction was obtained vide BC Case No. **RMC/BP/0664/W10/2023** dated **02/12/2023** by amalgamating both the lands for construction of Two separate Residential Buildings herein after referred to **Schedule A** property.

That the said (1) **SMT. SABITA SINGH** wife of Late Sita Ram Prasad Singh (2) **M/s KWALITY CONSTRUCTION COMPANY PVT. LTD.** represented through its Director **SRI RAVI RAJ SINGH** son of Late Sita Ram Prasad Singh (3) **ROHIT JHUNJHUNWALA** son of Late Vijay Kumar Jhunjunwala, (4) **SIDDHARTH JHUNJHUNWALA** son of Late Vijay Kumar Jhunjunwala have entered into a development agreement to develop the said lands into a residential complex comprising two blocks of multi storied residential building (B+G+4+T) on the left portion of the amalgated plot and one block multistoried residential (B+G+4+T) building on the right portion of the amalgated plot by virtue of two registered development agreement one being Deed no. 4483 dated 31<sup>st</sup> May 2024 registered before the District Sub Registrar, Ranchi entered in Book No. 1, Volume No. 555, Pages 147 to 234 for the year 2024 and second being Deed no. 4482 dated 31<sup>st</sup> May 2024 registered before the District Sub Registrar, Ranchi entered in Book No. 1, Volume No. 555, Pages 59 to 146 for the year 2024

WHEREAS in accordance with the approved Building Plans the “SCHEDULE-A” property is earmarked for construction of residential apartment of various sizes and common areas such as staircases, lobbies, parking spaces/parking slots and other facilities. For the purpose of identification the said “SCHEDULE-A” land together with multistoried complexes, i.e., the entire “SCHEDULE-A” property have been named as “GRIHAM 18”; AND

WHEREAS the project of “GRIHAM 18” and its aforesaid are duly registered with the Real Estate Regulatory Authority, Jharkhand, Ranchi according to Section 3 of the Real Estate ( Regulation and Development) Act, 2016 vide Registration No. .... dated..... ; AND

WHEREAS the said Residential apartments, assessed to municipal taxes and Holding No. .... within Ward No..... has been assigned by Ranchi Municipal Corporation, Ranchi and in respect thereof municipal taxes etc. have been paid upto the period..... ; AND

WHEREAS by Agreement for Sale dated..... and made between the PURCHASER herein, the VENDOR being landowners have agreed to allot or sell and the PURCHASER has agreed to purchase a residential unit, i.e. Flat No..... on ..... floor having carpet area ..... sq.ft. and one covered car parking space ( ..... ft. X ..... ft.) in Basement/ground floor with the right to hold, own, possess and enjoy the same in of the apartments complexes “\_\_\_\_\_” and more particularly described in “SCHEDULE-B” hereunder written alongwith undivided proportionate share and interest in

common areas ( which comes to ..... Sq. ft.) in order to enjoy common amenities and common facilities and also together with proportionate, joint, undivided share and interest in the SCHEDULE-"A" land ( which comes to ..... Sq. ft.) attributed to the said residential unit (flat) and more particularly described in "SCHEDULE-C" hereunder written. In terms of the said Agreement For Sale dated..... coupled with the provisions laid down in the Real Estate ( Regulations and Development) Act, 2016, the said "SCHEDULE- C" property is required to transfer to and in favour of the PATRON TRANSFEREE herein and therefore, the said PATRON TRANSFEREE has been joined in these presents; AND

WHEREAS towards sale and purchase of the said SCHEDULE-B property, the PURCHASER(S) has/have in all paid the total consideration of Rs..... (Rupees..... only) as per Memo of correction to the VENDOR FIRST PARTY and the PURCHASER has been put in possession of the said residential unit ( the SCHEDULE-B property) by the VENDOR ; AND

WHEREAS VENDOR AND OR PURCHASER will formed a Society/Co-operative Society/Company, (the PATRON TRANSFEREE herein) with object to adhere to the objects and duties and as also in compliance with the provisions laid down in the Jharkhand Apartment (Flat) Ownership Act, 2011 and the Real Estate ( Regulation and Development) Act, 2016, subject to fullfill numbers of members for formation of society;

**AND WHEREAS**, at the request of PURCHASER, VENDOR has agreed to sell and the PURCHASER has agreed to purchase one Unit bearing Flat No. .... having carpet area ..... sq.ft. (inclusive of exclusive balconies and exclusive verandah) be the same a little more or less on ..... Floor in alongwith one covered one parking slot ( .....ft. X .....ft. ) being No. .... for one medium size car in ..... Basement/Ground Floor of the multi-storeyed residential apartment complex "....." in having been constructed on and over the SCHEDULE-A as also rights in the common convenience the common amenities and the common convenience relating thereto at and for a total sale price of **Rs. ..../- (Rupees ..... only)** inclusive of service tax, if any, but subject to deduction of Income Tax (TDS) as per Income Tax Act and Rules made thereunder. Accordingly, an Agreement For sale was entered in to on ----- by and between the VENDOR herein of the First part, and the PURCHASER herein as SECOND PART.

AND WHEREAS, prior to making the request aforesaid, the PURCHASER has inspected documents of title of the SAID PROPERTY and has also seen and approved the sanctioned building plan and having satisfied himself about the same has agreed to purchase the premises in SCHEDULE-B below;

AND WHEREAS, the VENDOR hereby declare that the land in the. Schedule-A and the premises in the Schedule-B below are free from all encumbrances and liabilities;

**NOW THIS DEED OF ABSOLUTE CONVEYANCE WITNESSETH as follows:**

1. In pursuance of the said agreements and in consideration of the sum **Rs. ..../- (Rupees ..... only)** paid by the PURCHASER to the Vendor on or before execution of these presents in the manner set-off in the MEMO OF CONSIDERATION mentioned herein below, being the full consideration money agreed to be paid as aforesaid, the receipt of which amount the Vendor does hereby acknowledge as

having been received in full and final, the said VENDOR at the request of the PURCHASER and in accordance with the undertakings and covenants contained in the Agreement to Sale, do hereby convey, transfer and assign, UNTO the PURCHASER free from all encumbrances, charges and liens, one Unit bearing Flat No. .... having carpet area ..... sq.ft. (inclusive of exclusive balconies and exclusive verandah) be the same a little more or less on ..... Floor alongwith one covered one parking slot ( .....ft. X .....ft. ) being No. .... for one medium size car in ..... Basement/Ground Floor of the multi-storeyed residential apartment complex “.....” having been constructed on and over the SCHEDULE-A and also proportionate share of common spaces (head room, staircase, guard room, generator room etc.) of the said building TO HAVE AND TO HOLD the property hereby conveyed to the PURCHASER absolutely and forever.

2. That the PURCHASER, immediately after execution and registration of this deed, shall be entitled to get the premises in SCHEDULE B below mutated in his name in all public land records/Municipal records and pay the taxes and other payables to the authorities concerned in his own name and obtain appropriate receipts for the same.
3. The PURCHASER shall be liable to pay and contribute in proportion to the covered area of the flat and floor area of the car parking space hereby conveyed towards payment of Municipal rates, taxes, service charges, and other outgoings payable in respect of the premises bearing Holding No. .... of Old Ward No. ...., corresponding to new Ward no. .... of Ranchi Municipal Corporation, Ranchi.
4. The PURCHASER shall also be liable to pay and contribute towards the ground rent (malgujari) payable to the State of Jharkhand for the land in Schedule A in proportion to her undivided proportionate share in the said land.
5. The statutory dues i.e. rent which become payable after execution of these presents shall be paid by the PURCHASER directly to the statutory authority.
6. The PURCHASER shall have the full proprietary rights and will be at liberty to transfer, mortgage, lease, gift or otherwise deal with the said flat/dwelling unit and the car parking space PROVIDED the PURCHASER shall not be entitled to demolish or commit waste in respect of the land, flat, car parking space or do or allow anything to be done in the said flat and the car parking space to affect prejudicially the other occupiers of the said building or to affect the basic structures of the main buildings. Front elevation of the building shall not be changed at under any circumstance.
7. The PURCHASER shall be at liberty to undertake finishing works and fitting works relating to CP. sanitary, Flooring, Door, Electricals, Paint and plumbing at her/his cost and expenses and through any agency, contractor as per her/his own volition and choice. The DEVELOPER shall complete other works and items in terms of the Agreement For Sale at its own cost and expenses.
8. “Use of Terrace”- The eastern half of the terrace shall remain in exclusive use, occupation and physical possession of the land Owners and it shall be construed as a restricted facility. That the other apartment owners shall not have any say on it, and shall not interfere in it in any manner whatsoever. This information regarding use of terrace is clearly informed and acknowledged by the Purchasers. They have no objection in future also for the same and it will come under preview (Law) of RERA.
9. “The Said Land” whereon the said buildings have been constructed, the common passages, spaces, lobbies, corridors and all kinds of amenities shall remain joint and attached for the benefit of the all occupiers of the said building The PURCHASER shall not damage the

construction or structure of the building by storing of goods or making any construction in such areas which may cause damage to the building or change the topography nor shall the PURCHASER use the same for her own private purpose.

10. This indenture and conveyance herein made are subject to the terms and conditions, covenants and restrictions contained in the Agreement for Sale of the premises in Schedule-B and subject to the law applicable to the said building and/or the said unit.
11. In the interest of the safety, preservation and maintenance of installations or repairs of the common mechanical or electrical services of the building, the representatives of the Association shall, as and when required, have the right to enter in the premises in Schedule-B.

The PURCHASER, with intention to bring all persons into whomever hands the said premises may come, does hereby covenant with the VENDOR as follows:

- a) To maintain the said premises at her own costs, in good tenable repair and condition from the date of possession of the same and shall not do or suffer to be done anything in or to the said building in which the said premises are situated or the common (head room, staircase, guard room, generator room etc.) or the passages or other areas which may be against the rules, regulations\m bye laws of the concerned local or any other authority or change/alter or make addition in or to the building in which the said premises is situated or the said premises or any part thereof.
- b) Not to damage the construction or structure of the building by storing of goods which is objected to by local authority or any authority and/or by the “\_\_\_\_\_” Flat Owners' Association.
- c) Not to decorate or paint or otherwise alter the exterior and/or common areas of the building in any manner, save in accordance with general scheme thereof as specified by the VENDOR or “\_\_\_\_\_” Flat Owners' Association.
- d) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of The Said Land' where the said building is situated.
- e) (e) Not to affix any sign/name/display boards or hoarding or neon signs in any portion of the buildings save and except a name plate on the front of her fiat in Schedule-B.
- f) Not keep any domestic or other animal within the said premises or the building without the permission of the “\_\_\_\_\_” Flat Owners' Association.
- g) Not to hang clothes or garments from the windows or balconies of the said flat in a manner which might cause inconvenience or irritation to other occupiers of the said building.
- h) Follow toe rules framed (including duty to pay the special fee, charges etc. imposed, if any, for using the facilities mentioned below) by the “\_\_\_\_\_” Flat Owners' Association or such agency to whom charges shall be given/have been given for maintenance and proper running of the special Amenities and Facilities being provided in the Club House and in the Common areas.
- i) To permit the VENDOR/VENDOR PARTY or their staff or agents with or without workmen and others of the “\_\_\_\_\_” Flat Owners' Association at all reasonable time to view and examine the state and condition of the premises, Amenities stated hereinabove. Not to use the said premises or permit the same to be used for any purpose whatsoever, ether than the flat/dwelling unit for residential

- purpose and the car parking space for parking purpose, as the case may be, nor shall the PURCHASER use and utilize his unit that may cause nuisance or annoyance to occupiers of other premises nor for any illegal or immoral purpose.
- j) No commercial activities or businesses like coaching institutes, Boutique, Beauty Parlor etc. shall be opened and earned from the premises in SCHEDULE-B below.
  - k) No commercial activities or businesses like coaching institutes, Boutique Beauty Parlor etc. shall be opened and carried from the SCHEDULE-B below.
  - l) To pay taxes, duties, levies, surcharges etc. levied either by the State Government or by the Central Government or jointly by them currently future on full or part of the flat/dwelling unit or on his/her undivided proportionate share in the land.
  - m) Simultaneously with the execution of this conveyance, has paid to the VENDOR PARTY, the consideration money including Service Tax.
  - n) (n) To bear and pay his/her share/contribution of local taxes (malguzari) and Holding Tax etc.), water charges, insurance premium for the Main Building, Electricity Bills/charges and other proportionate to their share along with other co-owners of other flats/dwelling units imposed by Local Authorities/Government and/or Public Authority and determined and fixed by the Owners'/Co-Owners' Association or Condominium of GRIHAM 18 Flat Owners' Association.
  - o) Not to demand partition of her interest in The Said Property' and/or the building/s it being hereby agreed and declared by the PURCHASER that his/her interest in the land and building.
  - p) To bear and pay increase in local taxes, water and electric charges, insurance and such other levies, if any, which are imposed by the concerned local authorities and/or other public authority.
  - q) (q) Not to use the said flat for any immoral or illegal purpose or for storing any inflammable, combustibles hazardous goods or articles and shall not bring in the said flat or in the parking space or the places earmarked as specially mentioned in clause 9 (C) above any item of whatever nature which are prohibited by the management or "\_\_\_\_\_ " flat owner association might cause harm to other occupiers of the said building,

The VENDOR and the PURCHASER covenant with each other as follows:

1. Save and except in respect of the undivided proportionate share or Interest in "the Said Land" and save and except the rights title and interest in the said flat/units, the easements, quasi easements, benefits, privileges and advantages in common to be conferred or granted by or under this conveyance being executed and registered by the VENDOR in his favour, the PURCHASER shall have no claim right or any nature in the ether flats, floor spaces and areas of the said property and/or said building adjoining above or beneath of his flat.
2. In all matters relating to or connected with the common use, control, enjoyment, management and maintenance of the common parts by the PURCHASER and other co-purchaser, the PURCHASER agrees and covenants to pay in advance the proportionate share of the recurring expenses and charges as and when the same becomes due.

3. for the purpose aforesaid Rules & Regulations shall be framed by the VENDOR PARTY in consultation with the Landowners. The terms and conditions mentioned in the aforesaid Bye Laws shall be binding on the members of “\_\_\_\_\_” Fiat Owners' Association. It is clearly understood by the PURCHASER that the above charges are the actual monthly maintenance charges.
4. The PURCHASER further agrees that the VENDOR PARTY shall, with the prior approval of the VENDOR and as per the revised plan sanctioned by Ranchi Municipal Corporation, Ranchi, also be free and entitled to make additions (vertical or horizontal) in the existing buildings, to which the PURCHASER shall have no objection whatsoever but without curtailing the common amenities and common facilities.
5. The PURCHASER also agrees that he shall inform “\_\_\_\_\_” Flat Owners' Association regarding transfer by sale of his/her premises of Schedule-B property.
6. That the PURCHASER shall have to pay to the “\_\_\_\_\_” Fiat Owners' Association transfer fee as may be fixed for selling her right, title and interest in and upon the premises of Schedule-8 below in favour of a person who is not a member of “\_\_\_\_\_” Fiat Owners' Association.

**Particulars being furnished in case of building :-**

Whether kutchra or pucca ?	-	Pucca
If pucca, whether tiled or reinforced concrete?	-	Reinforced
Number of Stories	-	B+.....
Plinth area of each floor or area of Flat No. ----- - in the ..... Floor	-	---,--- sq. ft.
The year of Construction	-	20.....
A brief description of nature of sanitary, electrical & ether fittings in the building & their quality to be Standard	-	Good
Area where the building is constructed & its use, residential/commercial or Industrial	-	Residential
If on rent. Its annual rent	-	Nil
<u>Value for the purpose of stamp duty &amp; registration fee</u>		
Value of ..... sq. ft. of undivided proportionate share in land	-	Rs. /-
Value of ..... sq. ft of Carpet Area	-	<u>Rs. /-</u>
Total	-	<u>Rs. /-</u>

(Total ) only.

Though the said property was sold by the **VENDOR** and purchased by the **PURCHASER** for a consideration of **Rs. /- (Rupees )** only, and property is valued as per Government value i.e. **Rs. /- (Rupees )** only.

**Memo of Consideration**

Sl. No.	Cheque/DD No.	Date	Bank	Amount
1.				
2.				
3.				
4.				
5.				
<b>Total</b>				<b>/-</b>

**SCHEDULE "A" (the Said Property)**

All that peace and parcel of land measuring 30.64 Decimals being portion of M.S. Plot No. 1472 and land measuring 4.18 Decimals being portion of M.S. Plot No. 1473 corresponding to Plot No. 15/A total land measuring 34.82 Decimals corresponding to Holding No. 694/A2 within Ward No. 7 at present Holding No. 0200004728002A1, 0180000787000Z0, 0180001030000A1 within old ward No. 20 New Ward No. 10 of Ranchi Municipality now Ranchi Municipal Corporation, Ranchi situated at Village - Lalpur, P.S. - Lalpur, Thana No. 197, in the town and District of Ranchi

**Boundary of land:**

North : 14 feet wide private road

South : 16 feet wide private road

East : MS. Plot 1472/Part

West : Municipality Road

**“SCHEDULE-B”**

(Property under this deed)

ALL THAT one Unit bearing Flat No. .... having carpet area ..... sq.ft. (inclusive of exclusive balconies and exclusive verandah) be the same a little more or less on ..... Floor alongwith one covered one parking slot ( .....ft. X .....ft. ) being No. .... for one medium size car in ..... Basement/Ground Floor of the multi-storeyed residential apartment complex

“ \_\_\_\_\_ ” having been constructed on and over the SCHEDULE-A property with the right to enjoy common facilities and common amenities without being partitioned and comprised within Municipal Holding No. .... in Ward No. .... of Ranchi Municipal Corporation, Ranchi.

Which is for greater clearness delineated in the trace map annexed hereunto and thereon shown in RED wash, forming part and parcel of these presents.

LANDLORD : The State of Jharkhand, through the Circle Officer, Namkum.

DISTRICT AND SUB-REGISTRATION OFFICE : Ranchi.

### **CERTIFICATE**

Certified that the above mentioned land is not acquired by Government, Semi Government, Armed Force or any other purpose. It is not a land of Forest, BCCL, CCL or ECL. This land is not of Math, Mandir, Girja, Gurudwara, Masjid, Church, Sarna, Hargari or Pahnai & not related with Land scam, Fodder scam or any other scam.

It is also certified that the above-mentioned land is not a Kaishar-e-hind land, Gairmajarua Aam land, Gairmajarua Khas Land, Forest/Jungle Land etc.

It is also certified that neither the Executant belong to Schedule Tribe or Schedule Caste or Backward Classes within the definition of C. N. T. Act nor the land mentioned above is subject matter of section 46 or other Sub clauses of section 46 of Chota Nagpur Tenancy Act.

All the documents and statements presented for registration have been presented voluntarily and are true. The onus of any discrepancies or wrong submission will be on the parties who have appeared for registration of the document.

IN WITNESS WHEREOF the VENDOR and VENDEE have put their respective hands after fully understanding all the contents of these present at Ranchi on the date, month and year first - above written.

### **WITNESSES**

1.

**SIGNATURE OF THE VENDOR**

2.

**PURCHASER SIGNATURE WITH PHOTO**

<b>Thumb</b>	<b>Index</b>	<b>Middle</b>	<b>Ring</b>	<b>Little</b>

Certified that the finger prints of the left hand of each person where photograph is affixed in the document have been obtained by me or before me.

Drafted by :-

Typed by :-