

THIS DEED OF SALE made on this the ... day of August,2020 at Ranchi.

BETWEEN

(1) **Smt. Tara Sinha** (PAN: JTRPS1409E), Aadhar No. 9107 2943 3007, Mobile No.74884-66650 W/o Sri Tuleshwar Prasad Sinha by Caste-Kayasta, by Occupation-House Wife, by Faith- Hindu, Resident of Kanke, P.S.-Kanke, District-Ranchi (hereinafter called Landowner No.1) (2) **Tuleshwar Prasad Sinha** (PAN: EYIPS4200L), Aadhar No. 9144 1678 2831, Mobile No.74884-66650, Son of Late Subhash Narayan Sinha, by Caste-Kayasta, by Occupation-Rtd., by Faith-Hindu, Resident of Kanke, P.S.-Kanke, District-Ranchi (Jharkhand), (hereinafter called Landowner No.2) Indian Citizens citizenrepresent through her constituted attorney holder **SAURABH SINGH** (UID - 5052 7490 3603, PAN-.....MOB-.9431114652) son of Late Suresh Singh, by Caste-Rajput, by Faith-Hindu, by Occupation-Business, resident of Jai Prakash Nagar, Bariatu Road, P.S. Sadar, District-Ranchi-834009, State - Jharkhand, Indian Citizen, being Indian National Proprietor of **DEO CONSTRUCTION** (hereinafter called *Developer*) as our true and lawful Attorney in our name and on our behalf to do and perform the following acts, deeds and things in respect of property/ or share allotted in favour of Developer Deo Construction appearing in Share Distribution Deed dated 14.09.2019, vide Power No. dated, duly registered in the office of District Sub Registrar,Ranchi entered in Book No. IV, Volume No. ..., Page No. ... to in the said office(hereinafter called thevendors) of the **FIRST PARTY**.

AND

MR. JAYANT KUMAR S/O Mrityunjay Sharma, by Faith - Hindu, by Caste -, by Occupation-....., resident of House A/35, Krishi Vihar, Arsande, Boreya, P.S.-Kanke, District - Ranchi, State - Jharkhand, Indian citizen (hereinafter called the Purchaser) of **THIRD PART**.

PAN-BAQPK3622R, UID -6695 3992 1874, MOB -9431561665

The terms and expression VENDORS,DEVELOPER/CONFIRMING PARTY and PURCHASER wherever used and occurring in these present unless contrary to context or excluded by shall always means it and include their respective heirs, successors,legal representatives assigns, executors and administrators etc.

AND WHEREAS, Dr Laxman Prasad Verma son of Udai Narayan Prasad had sold the land measuring 17 decimals 9 inches being portion of Plot No. 1546 under Khata No.456 within Khewat No.38 situated at Village-Arsanday, Thana No. 159, P.S.-Kanke, District-Ranchi to Landowner No.1 by virtue of registered Sale Deed No.3221 dated 08.02.1994 registered in the office of District Sub Registrar, Ranchi morefully described in **Schedule-"A"** to the Development Agreement executed and registered on 14.09.2019, Landowner

For DEO CONSTRUCTION

Proprietor

No.1 got her name mutated in Kanke Anchal, Ranchi and also entered her name in Revenue Records of Circle Office, Kanke Anchal, Ranchi and was coming in peaceful possession over the same.

AND WHEREAS, Mosomat Bimla Devi wife of Late Laxman Prasad Verma had sold the land measuring 4.5 decimals being portion of Plot No. 1546 under Khata No.456 within Khewat No.38 situated at Village-Arsanday, Thana No. 159, P.S.-Kanke, District-Ranchi to Tuleshwar Prasad Sinha (Landowner No.2) by virtue of a registered Sale Deed No.3431/3209 dated 17.06.1999 registered in the Office of District Sub Registrar, Ranchi morefully described in **Schedule-"B"** to the Development Agreement executed and registered on 14.09.2019, Landowner No.2 got his name mutated in Kanke Anchal, Ranchi and also entered his name in Revenue Records of Circle Office, Kanke Anchal, Ranchi and coming in peaceful possession over the same.

AND WHEREAS, the land owners constructed ground + two storied *Pucca* building for their residential purposes alongwith parking space over 4.96 decimals of land out of the land measuring 17 decimals 9 inches exclusively belonging to Land Owner No.1 leaving behind 12 decimals 9 inches in possession of Landowner No.1 and 4.5 decimals in possession of Land Owner No.2 morefully described in **Schedule-"D"** to the Development Agreement.

AND WHEREAS, the executant i.e. Landowners after construction of ground + two storied *Pucca* building, remained in possession of 16.5 decimals 9 inches of land being portion of Plot No. 1546 under Khata No.456 within Khewat No.38 situated at Village-Arsanday, Thana No. 159, P.S.-Kanke, District-Ranchi morefully and particularly described in **Schedule-"D"** to the Development Agreement.

AND WHERREAS, Ranchi Regional Development Authority, Ranchi has sanctioned building plan *vide* RRDA/BP/0257/2019 dated as per the Development Agreement executed and registered on 14.09.2019 over the land morefully described in **Schedule-"D"** to the Development Agreement in the name and style of "Tara Enclave" and accordingly Developer had started construction of multistoried building which shall be completed by

AND WHEREAS, the landowners Tara Sinha and Tuleshwar Prasad Sinha and Developer **Deo Construction** have executed Share Distribution Deed dated 14.09.2019 (hereinafter called Supplementary Agreement) for distribution of flats in the said *Tara Enclave* according to which details of flat in *Tara Enclave* have been described and allotted in favour of Landowners and Developer.

AND WHEREAS, share of flats and proportionate share of land of Developer in the Share Distribution Deed is the subject matter of this Power of Attorney (hereinafter called the **Schedule-B** property)

AND WHEREAS, due to our (principal) engagement and other assignments, it is not possible for us to negotiate for sale, to enter into Agreement to Sell, to execute Sale Deed/Deeds with respect to the property allotted in the share of Developer Deo Construction morefully described in **Schedule-B** to this Power

For DEO CONSTRUCTION

2

Saurabh
Proprietor

of Attorney, as such we hereby appoint and nominate SAURABH SINGH as our lawful Attorney and agent to execute and perform the following acts, deeds and things in our name and on our behalf.

AND WHEREAS VENDORS (1) Smt. Tara Sinha (2) Tuleshwar Prasad Sinha entered into an agreement of Development on with the Developer Deo Construction for construction of multistoried building on the aforesaid land in the manner stated and agreed therein therein in the name of TARA ENCLAVE.

AND WHEREAS Ranchi Municipal Corporation, Ranchi has sanctioned building plan of TARA ENCLAVE vide **B.P. No. RRDA/BP/0257/2019** and accordingly Developer had constructed a multistoried building namely TARA ENCLAVE thereafter landowner Ashok Kumar Sinha and Sumit Kumar and Developer Deo Construction have executed a Share Distribution Deed dated 14.09.2014 for distribution of flats in the said TARA ENCLAVE.

AND WHEREAS, VENDORS offered to sell a Flat No. **203** on the **2nd Floor** measuring **1570 sq.ft.** (more or less) of said multistoried building namely **TARA ENCLAVE** together with all amenities and common enjoyment and beneficial use and all easements and inheritance thereto, more fully and particularly described and mentioned in the schedule below on consideration, amount of **Rs. 60,00,000/- (Forty Sixty Lakh) only** free from all encumbrances, charges, liens and demands, whatsoever and for ever and the **PURCHASERS** agreed to purchase the same with exclusive transferable and irrevocable right to use the same together with share of interest on the land and in the stair case equipment and other common parts services of the buildings and they entered into an agreement dated **27.07.2020**.

NOW THIS DEED OF SALE WITNESSES AS FOLLOWS :

That in pursuance of the aforesaid agreement and in consideration of sum of **Rs. 60,00,000/- (Forty Sixty Lakh) only** paid by the **PURCHASER** to the Land Owner, the receipt whereof the Land Owner hereby admit and acknowledge and acquit and discharge the **PURCHASER** there from and convey, assign and sale the property fully mentioned and described in the Schedule below forever and from the same and every part thereof, the **VENDORS** hereby covenant with the **PURCHASER** that the **VENDORS** have absolute right and perfect title over the property hereby transferred and that the **PURCHASER** shall exercise all acts of ownership over the flat of the schedule below and snail enjoy the same for residential purpose without any let or hindrance anybody claims through or under the Vendors.

The VENDORS has further assured the **PURCHASER** that the fiat together with undivided proportionate share in land of the schedule below is free from all encumbrances, charges, claims, demands and **VENDORS** has not done anything that the flat of schedule below may subject to any attachment Or lien of any court or person whatsoever.

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[Signature]
Proprietor

The PURCHASER may along with other flat owners form a Flat Owners Association for the proper maintenance of building and the flats and facilities therein, like electric, water supply, removing garbage and time to time repairing and white washing etc. and in consultation with each other frame their own rules and regulations for smooth running/ working/functioning of such Association.

The VENDORS shall at all reasonable times on the request and at the cost of the PURCHASER do or execute or cause to be done and executed all such further acts, deeds, assurances, matters and things which may be reasonable required for putting the PURCHASER in possession and assuring the title of the PURCHASER according to the true meaning and intent of these presents.

THAT THE VENDORS DOETH COVENANT WITH THE PURCHASER AS FOLLOWS :

- 1) **THAT** the Vendors has good title, full power and absolute authority to sell, convey, transfer, assign and assure unto and to in favour of the Purchaser absolutely and forever.
- 2) **AND** that the Vendors has not at any time done or executed, knowingly suffered or been party or privy to any deed or document or writings whereby the property and the right and properties appurtenant thereto or any part thereto can or may be impeached encumbered or affected in title.
- 3) **AND** that the Vendors shall from time to time and at all times hereafter upon every reasonable requests and at the cost of the Purchaser make, do acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for further better or more perfectly assuring and absolutely granting the said flat and every part thereof hereby granted and sold, unto and to the use of the Purchaser.
- 4) **AND** that the said Flat and rights and properties appurtenant thereto is hereby freely, clearly and absolute, acquitted, exonerated, released forever discharged from and by the Vendors up to and in favour of the Purchaser.
- 5) **AND** that the Vendors and the Builder are free to sale other Flats and Parking spaces of **TARA ENCLAVE**, to any person whom they think fit and proper.

THE PURCHASER DOETH HEREBY COVENANTS WITH THE VENDORS AS FOLLOWS:

- i) **THAT** the Purchaser shall observe, ful fill and perform all the covenants hereunder written and including those for the common purposes and shall regularly and punctually pay and discharge all taxes and impositions on the Fit wholly and common expenses and all other outgoings hereto in

accordance with the memorandum of association and the rules and regulations of the **TARA ENCLAVE** Flat Owner's Association.

- ii) **AND** that the Purchaser have seen and satisfied himself about the title and the workmanship and undertakes not to raise any objection or requisition in respect of title of the Flats and/or in respect of workmanship materials used, fittings and fixtures in the said Flats.
- iii) **AND** the Purchaser will not raise any objection or requisition in respect of the other Flats and parking spaces to Apartment sold by the Vendors and the Builder to the other Purchaser.
- iv) **AND** that the Purchaser shall regularly and punctually pay and discharge all rents, taxes, surcharges, common expenses, maintenance charges, electricity charges, impositions and all other outgoings in respect of the Flats from the date of delivery of possession of the Flats.
- v) **AND** that the purchaser shall apply for and have the Flat mutated and separated and/or apportioned in his name with the Ranchi Municipal Corporation and all other bodies and/or Authorities.
- vi) **AND** that until such time the Flat in the building be not separately assessed and/or mutated the Purchaser shall deposit with the Maintenance Association such proportionate amount as may be required from time to time towards maintenance and management of the common parts and payment of Municipal rents and taxes.
- vii) **THAT** the Purchaser shall also bear and pay all other taxes and impositions as are levied or may be levied further including multistoried building tax urban land tax if any water tax etc. in respect of the building and the Flat proportionately.
- viii) **AND** that the Purchaser shall also be liable to pay the penalty, interests, costs, charges and expenses for and in respect of any of such taxes or impositions proportionately or wholly as the case may be in case the same be imposed or charges due to the default of the Purchaser in complying with their obligations hereunder concerning the payment and/or deposit of amounts towards taxes and imposition reserved hereby or otherwise the liability of such payment by the Purchaser will accord with effect from the date of delivery of possession of the Flat.
- ix) **AND** that, Purchaser admit and undertakes that he will be a member of the Maintenance Association from the deemed date of possession and shall remain member of the Maintenance Association as long as he has and br holds any interest in any part of the building.
- x) **AND** that the Purchaser hereby undertakes as a member of the Maintenance Association to do all acts, deeds, matters and things as may be necessary or expedient for the common purposes and the Purchaser undertakes that he shall co-operate with the Managing Committee of the Maintenance Association and regularly pay and discharge his share

Municipal rents and taxes along with proportionate share of common expenses in accordance to the demands made by the Managing Committee of the Maintenance Association.

- xi) **AND** that the Purchaser declare that he will transfer his rights and obligations with regard to the common purposes including the maintenance, management, control and operation of the common parts to the Maintenance Association and the latter shall henceforth be exclusively entitled to and responsible for control over and operation the same and shall manage and maintain the same and do all acts required for the common purposes.
- xii) **AND** that the Purchaser and the other co-owners in the building shall remain liable to indemnify and keep indemnified the Vendors for all liabilities due to non-fulfillment of their respective obligations hereunder.
- xiii) **AND** further that the Purchaser shall at his own costs and expenses keep the Flat and every part thereof the fixtures and fittings therein or exclusively for the Flat comprised herein, properly painted and in good repairs and in a neat and clean condition and as a decent and respectable place.

THE PURCHASER HEREBY COVENANT AND WITH ALL OTHER MEMBERS OF THE MAINTENANCE ASSOCIATION AND UNDERTAKE TO DO FOLLOWING :

- i) **THAT** the Purchaser shall not obstruct the Maintenance Association in its acts relating to common purpose.
- ii) **AND** that the Purchaser shall not violate any of the rules and regulations contained, in the rules and regulations of the **TARA ENCLAVE** Flat Owners Association or laid down any time hereafter, in accordance thereto, in respect of the use of the building etc.
- iii) **AND** that the Purchaser shall not injure, damage the common portions or by other Flat in the building by making any additions or alterations or withdrawing any support to otherwise.
- iv) **AND** that the Purchaser shall not add or alter any outer elevation or colour scheme of the building otherwise then in the manner as may be agreed in writing with the Managing Committee of the Maintenance Association.
- v) **AND** that the Purchaser shall not throw any rubbish or store any combustible goods in the common area and/or in any part of the building.

For DEO CONSTRUCTION

Proprietor

- vi) **AND** that the Purchaser shall not do, perform, allow carriage of any obnoxious, noisy, offensive, illegal or immoral activity in the Flat.
- vii) **AND** that the Purchaser shall not cause any nuisance, annoyance to the co-owners and/or the occupants of the other portions of the building.
- viii) **AND** that the Purchaser shall not use/allow user of any flat or any portion thereof for the purpose the restaurant, hotel, office, boarding house, guest house, nursing home, hospital, theatrical performance or for earring on such other similar activities.
- ix) **AND** that the Purchaser shall not use or allow being used any parking space purchased by him in the premises for any other purpose then for parking of one medium size car.
- x) **AND** that the purchaser shall not encroach upon or permit or allow the use of the approach roads, common car parking space, passages, common corridors, common terraces, open yards for keeping any articles, rubbish, debris, whatsoever and shall always ensure the same clear and usable for common purposes for which these respectively profess.
- xi) **AND** that the Purchaser shall not do or suffer anything to be done in or about the flat which may cause or tend to cause any damage to any flooring or ceiling of the Flat or any other portions over and/ or below the flat or on the sides adjacent to the flat or any manner obstruct in or prevent from the use and right of enjoyment thereof quietly and exclusively by the persons entitled thereto or of any open space, passages or amenities available from common use.
- xii) **AND** that the Purchaser shall not make or cause to be made any additions or alterations or construction of temporary or permanent in nature in the flat or any part thereof or put up and/or remove any brick walls.
- xiii) **AND** that the Purchaser shall not to claim any partition or subdivision of the land or common areas and facilities and/or partition the flat, by mete and bounds and will not change the nature and character of the building.
- xiv) **AND** that the Purchaser shall not obstruct and/or create any hindrance or interference in use and enjoyment of all open and/or covered areas in the building and/or at the premises except the flat sold to the Purchaser, by the Vendors and/or its specific transferees In such manner and for such purpose as the Maintenance Association may deem fit and proper.
- xv) **AND** that the Purchaser shall not raise any. dispute regarding measurement and/or area of the flat and in this regard the Purchaser has got himself satisfied.

For DEO CONSTRUCTION

SCHEDULE OF THE PROPERTY

All that piece and parcel of Flat No. **203 on the 2nd Floor**, Measuring super builtup area **1570 sq.ft.** of **TARA ENCLAVE** having .. Bed Rooms, .. Drawing Room, .. Dining Hall, .. Kitchen, .. Toilets constructed over all that piece and parcel of land measuring measuring 12 decimals and 9 inches being portion of Plot No. 1546 under Khata No.456 within Khewat No.38 situated at Village-Arsanday, Thana No. 159, P.S.-Kanke, District-Ranchi, State - Jharkhand with **one** Car Parking Space along with undivided proportionate share of land measuring an area of **477 Sq.ft.** having heritable and transferable right lying within District Registration and District Sub Registration Office, Ranchi delineated in RED WASH in the map attached with this deed and forming part of this deed and bounded and butted as follows :-

North : Road
South : Plot No. 1546
East : Plot No. 1546
West : Plot No. 1546

Boundary of the Flat :-

North :- Set Back & Kanke Block Chowk Road
South :- Common Space & Stair
East :- Flat No. 201
West :- Flat No. 202

DETAILS OF CONSTRUCTION

1.	Whether Kucha or Pucca	: Pucca
2.	If it is Pucca then Whether it is Khaparposh or Conventional RRC Roof	: Conventional RRC Roof
3.	Number of Floors	: G+3
4.	Area of Flat G-1, 1240 sq.ft.	: 1570 sq.ft.
5.	Year of Construction	: 2014
6.	Statement regarding quality of Electrical and other fittings of the Building	: Standard Fittings
7.	The Area where the building is situated is residential whether the residential, commercial or industrial	: Residential

For DEO CONSTRUCTION

8.	Whether the building in question was let out rent what was annual rent of the same?	:	For own use
9.	For the purpose of registration fee and stamp duties the documents is valued as under :-		
	Cost of Flat measuring 1570 sq.ft. super built up area	:/-
	Cost of undivided proportionate share of Land measuring 477 sq.ft. i.e. 1 Decimals	:/-
	Total	:	60,00,000/-

(Rupees 60,00,000/-(Forty Sixty Lakh) only

CERTIFICATE

It is certified that the land 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, mand, or Forest Land and free from ceiling and do not fall under the land of Math, Mandir, Girja, Masjid, Gurudwara, Hargari, Sarna, or Pahnai and same has been not acquired by the Government for any purpose.

It is also certified that the above mentioned land is not a Kaishar-e-hind land, GairmajaruaAam Land, GairmajaruaKhas 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.

It is hereby declare that Vendors/landowner is still alive and he has not revoked the said power of attorney till date.

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 VENDORS executed these presents at Ranchi on the date, month and year first above written.

WITNESS:

For DEO CONSTRUCTION

[Signature]
Proprietor

1.

VENDORS

2.

Thumb	Index	Middle	Ring	Little

FOR DEO CONSTRUCTION
Proprietor



DEVELOPER/CONFIRMING PARTY

PURCHASER SIGNATURE WITH PHOTO