

**THIS DEED OF SALE IS MADE ON THE .... DAY OF JANUARY, 2021 (TWO THOUSAND TWENTY ONE) of Christian era at Ranchi;**

**BETWEEN**

**SRI AJAY KUMAR JAIN (PAN No. ABRPJ 0146J) (UID No. 4817 3792 5608) (MOBILE No. 94311-01118) (aged about 47 years), son of Late Manik Chand Jain and grandson of Late Nathmalji Sarawgi, by Occupation - Business, by Faith Hindu, by Caste-Marwari, resident of 7A, Rajasthan Gardens, Kanke Road, P.S. Kanke, District Ranchi-834008, Jharkhand, Indian Citizen, hereinafter called the VENDOR cum DEVELOPER) of the FIRST PART;**

**AND**

**Name-....., (PAN No. ...., Aadhar No. ...., Mobile No. ...., Aged about ..... years), Son/daughter of ..... Grandson/granddaughter of ....., by Caste - ....., by Faith - Hindu, by Occupation....., resident of....., State Jharkhand, Indian Citizen (hereinafter called the PURCHASER) of the OTHER PART;**

The terms and expressions the "VENDOR/DEVELOPER" and the "PURCHASER" unless expressly excluded by or repugnant to the subject or context shall mean and include their respective legal heirs, successors in interest, executors, legal representatives, administrators, successors and permitted assignees etc.

WHEREAS, the land being R.S. Plot No. 22, under Khata No. 40 of Village Hehal, Thana Ranchi now Sukhdeonagar, Thana no. 203, District Ranchi was recorded in the records of rights in the name of Rai Saheb Sheijla Pad Mukherjee son of Sarda Prasad Mukherjee as owner of land;

AND WHEREAS, the said Rai Saheb Sheijla Pad Mukherjee died leaving behind his son Sukumar Mukherjee as his sole legal heir and successor of his property and after death of said Rai Saheb Sheijla Pad Mukherjee, his son namely Sukumar Mukherjee came in possession over the said land as absolute owner;

AND WHEREAS, the said Sukumar Mukherjee got his name mutated with regard of aforesaid land in the office of the Circle Officer, Town Anchal (now Hehal Anchal), Ranchi and was paying rent to the Govt. through the Circle Officer, Town Anchal (now Hehal Anchal), Ranchi in his own name;

AND WHEREAS, the said Sukumar Mukherjee died on 12.09.1992 and his wife Alo Mukherjee died on 23.11.1999 leaving behind their two sons namely 1) Suprakash Mukherjee and 2) Supabitra Mukherjee as their legal heirs and successors of their property and after death of said Sukumar Mukherjee and Alo Mukherjee, their sons namely 1) Suprakash Mukherjee and 2) Supabitra Mukherjee came in possession over the said land as absolute owners;

AND WHEREAS, an amicable family partition took place between the said Suprakash Mukherjee and Supabitra Mukherjee, and as per family

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partition, the said Supabitra Mukherjee as the VENDOR and Suprakash Mukherjee as the CONFIRMING PARTY sold and transferred the Land having an area **16.50 Decimal** out of R.S. Plot No.22, marked as sub plot no. 22/A-2/3, under Khata no. 40 situated at Village Hehal, Thana Sukhdeonagar, Thana no. 203, District Ranchi to the Landowners No. 1 and 2 namely Sangita Devi and Arun Kumar by virtue of a registered deed of sale being Deed No. 7715/6813 dated 24.11.2017, entered in book no. 1, volume no. 708, at pages 41 to 82, for the year 2017 of the office of District Sub Registrar, Ranchi and also transferred the Land having an area **10 Decimal** out of R.S. Plot No. 22, marked as sub plot no. 22/A-2/5, under Khata no. 40, situated at Village Hehal, Thana Sukhdeonagar, Thana no. 203, District Ranchi to the Landowners No. 3 namely Bijay Kumar Jain by virtue of a registered deed of sale being Deed No. 7714/6812 dated 24.11.2017, entered in book no. 1, volume no. 708, at pages 01 to 40, for the year 2017 of the office of District Sub Registrar, Ranchi and also transferred the Land having an area **10 Decimal** out of R.S. Plot No. 22, marked as sub plot no. 22/A-2/2, under Khata no. 40, situated at Village Hehal, Thana Sukhdeonagar, Thana no. 203, District Ranchi to the Landowners No. 4 namely Ticking Edifices Pvt. Ltd. by virtue of a registered deed of sale being Deed No. 859/785 dated 02.02.2018, entered in book no. 1, volume no. 78, at pages 313 to 352, for the year 2018 of the office of DSR, Ranchi and also transferred land having an area **39.50 Decimal** out of R.S. Plot No. 22, marked as sub plot no. 22/A-2/1, under Khata no. 40, situated at Village Hehal, Thana Sukhdeonagar, Thana no. 203, District Ranchi to the Landowners No. 5 namely Laxman Prasad by virtue of a registered deed of sale being Deed No. 7717/6815 dated 24.11.2017, entered in book no. 1, volume no. 708, at pages 133 to 178, for the year 2017 of the office of District Sub Registrar, Ranchi and also transferred land having an area **33 Decimal** out of R.S. Plot No. 22, marked as sub plot no. 22/A-2/4, under Khata no. 40, situated at Village Hehal, Thana Sukhdeonagar, Thana no. 203, District Ranchi to the Landowner cum Developer namely Ajay Jain by virtue of a registered deed of sale being Deed No. 7718/6816 dated 24.11.17, entered in book no. 1, volume no. 708, at pages 179 to 226, for the year 2017 of the office of District Sub Registrar, Ranchi;

AND WHEREAS, the Landowners No.1 to 5 have entered into a Development Agreement with the Developer namely Ajay Kumar (the VENDOR hereto) by virtue of a registered development agreement being Deed No.3443 dated 13.06.20, entered in book no.1, volume no. 17, at pages 1 to 80, in the year 2020 of the office of DSR, Ranchi;

AND WHEREAS, the said Developer got the building plan sanctioned from the office of Ranchi Municipal Corporation, Ranchi vide **B.P. Case No. RMC/BP/0279/W32/2019**

AND WHEREAS as per the registered Development Agreement, the share has been divided between the LAND OWNERS and the DEVELOPER,

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the property described in Schedule-B below along with other units came in the share of the VENDOR cum DEVELOPER hereto and as per Section 5 of the Jharkhand Apartment (Flat) Ownership Act, 2011, the Developer is sole entitled to execute and register sale deed to the prospective PURCHASER(s) with regard of their shares in the aforesaid multi storied building;

**AND WHEREAS** the vendor is going to construct a Multistoried building over the said land as per sanctioned plan which is known and called as ""**GARDENIA HEHAL**"" and got the project registered in the office of Jharkhand Real Estate Regulatory Authority vide Registration Number JHARERA/PROJECT/.2021.

**AND WHEREAS** the PURCHASER who is desirous of purchasing the said Flat No. ...., having Carpet Area '.....' sq.ft. in the ..... Floor of the multistoried building "....." with one car parking space alongwith '..... sq.ft. i.e. .... Decimals' undivided share of land morefully described in SCHEDULE below negotiated with the developer and on negotiation the Developer have agreed to sell to the PURCHASER the said flat together with beneficial use and all easements and inheritance thereto, more fully and particularly described and mentioned in the SCHEDULE "B" below at and for a total consideration of Rs. ..../- (Rupees ) only including GST and the PURCHASER has agreed to purchase the same at the said price and they have entered into an agreement for sale on .....

**NOW THEREFORE, THIS DEED OF SALE WITNESSES** that in pursuance of the said consideration of Rs. ..../- (Rupees ..... ) only including GST paid by the PURCHASER to the **DEVELOPER**, as per memo of consideration given below, the receipt whereof the DEVELOPER do hereby admit and acknowledge and the VENDOR/ DEVELOPER do hereby transfer, convey, grant, sell and assign absolutely and forever TO AND UNTO the PURCHASER the aforesaid flat as fully described in SCHEDULE "B" hereto together with proportionate joint, impartable, undivided share in land out of the land fully described in the 'SCHEDULE A' with all the rights, title, interest and claim whatsoever of the VENDOR in the said property subject to payment of all the Service tax, Sales Tax, VAT etc. and all other Government tax or taxes either existing or as applicable from time to time and the PURCHASER shall at all times hereinafter TO HAVE AND HOLD and be entitled to hold, possess and enjoy the said UNIT with proportionate undivided joint share in land hereby transferred in permanent heritable and transferable right in the manner as required by them as absolute owner thereof.

**NOW THEREOF THIS DEED OF SALE WITNESSES AS FOLLOWS:**

1. That the PURCHASER henceforth shall HAVE AND HOLD the said SCHEDULE "B" property hereby granted, conveyed and sold to them and shall at their cost further get their names mutated in all official and public records of the Sherista of the State through the Circle Officer, Hehal Anchal, Ranchi and Ranchi Municipal Corporation. The PURCHASER henceforth shall pay all rent and taxes to the State and Ranchi Municipal Corporation.
2. That the PURCHASER shall have full rights and authority to use the amenities and common facilities provided in the said multistoried building, along with other occupiers/ owners of the said multistoried building.
3. The PURCHASER has already inspected all the documents, made searches and inspection of the relevant land records and building sanctioned plan in Circle office,

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RRDA, RMC etc. and found the same correct and after having fully satisfied themselves as to the possession and also the marketability of the same, have purchased the SCHEDULE "B" property and the DEVELOPER shall not be responsible for the same in any manner.

4. That the PURCHASER has also examined the common areas and the common parts and all the facilities, amenities, fixtures, and fittings etc., provided in the aforesaid building including the said portion (mentioned in Schedule B) and has fully satisfied themselves with regard thereto and the nature, scope and extent of the benefits, rights and interests provided to the PURCHASER and shall not make any claim or demand whatsoever against the VENDOR and/or the DEVELOPER or put any requisition concerning the nature, scope and extent thereof.

5. The PURCHASER shall not, at any time, claim partition of the undivided proportionate share in the land and/or the common areas and/ or the common parts.

6. That the DEVELOPER shall handover the possession of the SCHEDULE 'B' property to the PURCHASER after completion of the same which the PURCHASER hereby confirms and has no objection for the same. Thereafter that no transfer shall be effected, of any sort whatsoever, by the PURCHASER, until such time the PURCHASER pays and discharges all its debts and liabilities to the association/BUILDER, for the common expenses and/ or otherwise.

7. That the PURCHASER has requested the VENDOR to execute this sale deed and have given the said consideration amount at their own will to the VENDOR for execution of this sale deed.

8. That the PURCHASER shall have and enjoy the absolute property right on the SCHEDULE "B" property except that of demolishing or committing waste in respect of the said SCHEDULE "B" property in any manner so as to affect the structure of the multistoried building.

9. That the PURCHASER shall not cause any damage to the main wall or the basic structure of the building and shall not demolish the basic walls and pillars of the said unit or the building upon which the building is standing, and the outer elevation of the unit or the building shall not be changed.

10. That the PURCHASER shall not make any construction or encroachment in the common area provided for the common use and facilities for all PURCHASER of the units or portion of the multistoried building. The PURCHASER shall have no property right over the roof of the building.

11. That the PURCHASER'S undivided interest in the land of the said multistoried building shall remain joint, impartable for all times along with other CO-PURCHASER/ OWNERS of the said multistoried building.

12. That one car parking space shall be provided to the PURCHASER of the abovementioned building for the purpose of car parking only.

13. That the PURCHASER shall alone be liable for the payment of works, contract tax, sales tax, VAT, service tax, land revenue, corporation rates and taxes, corporation surcharge, multistoried building tax, urban land tax, betterment fees, water tax etc. and/or any other statutory taxes, surcharge either existing or as applicable or which will be imposed or levied by the Government or Statutory body from time to time, in relation to the aforesaid building and unit sold (as mentioned in SCHEDULE B) transferred and conveyed by these presents to the PURCHASER.

14. That apart from the amount of taxes and impositions, the PURCHASER shall be liable to pay the penalties, interests, costs, charges and expenses, for and in

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Director

respect of such taxes or impositions, proportionately or wholly, as the case may be.

**15 MANAGEMENT & MAINTENANCE OF THE COMMON AREAS:**

That the PURCHASER shall abide by the rules and regulations whatsoever which shall be framed by the managing committee constituted among the owners of the said multistoried building for proper management of the multistoried building. The annual maintenance of the multistoried building shall also be done at the proportionate cost of the PURCHASER of SCHEDULE "B" property of the building by such managing committee of the building.

The PURCHASER shall not, in any manner, interfere or raise any objection whatsoever, in or with the said functions of the association, relating to the common purposes.

16. The PURCHASER shall, proportionately, bear and pay the costs of formation and the expenses of the association and shall also pay for and acquire and hold proportionate equity share capital of the association.

**17. USER OF THE SAID PORTION AND THE COMMON AREAS:**

**That the PURCHASER shall, at their own costs and expenses, do the following:-**

\*To Keep the said portion and every part thereof and all fixtures and fittings therein or exclusive thereto, properly painted, in good repairs, in a neat and clean condition and as a decent and respectable place.

\*To Use the said portion and all common areas carefully, peacefully and quietly and only for the purpose for which it is meant i.e., residential purpose.

\*To Use all paths, passages and staircases for the purpose of ingress and egress and for no other purpose whatsoever.

**The PURCHASER shall not do the following:**

\*Obstruct the association, in its acts, relating to the common purposes.

\*Violate any of the rules and/ or regulations laid down for the common purposes and for the use of the common areas and common parts formed by the building maintenance association.

\*Injure, harm or damage the common areas and the common parts or any other units in the said building, and making any alterations or withdrawing any support or otherwise.

\*Alter any portion, elevation or colour scheme of the said building.

\*Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common areas save at the places indicated thereof.

\*Place or cause to be placed any article or object in the common areas.

\*Use the said portion or any part thereof, for any purpose other than for residential purpose.

\*Carry on or cause to be carried on any obnoxious or injurious, noisy, dangerous, hazardous, illegal or immoral activity, in or through the said portions or the common areas.

\*Do or permit anything to be done, which is likely to cause nuisance or annoyance to the occupants of the other units in the said building and/ or the adjoining building or buildings.

\*Keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said portion.

\*Claim any right in or use any portion of the said building (other than the said portion) save for ingress and egress to the said portion of men, materials, drains, pipes in particular, not claim any right on the roof of the said building or the open and/ or covered spaces in

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the premises, not transferred expressly to the PURCHASER.

\*Affix or draw any wire, cable, pipe, from/ to or through any common areas or outside walls of the said building or other units save in the manner indicated by the association.

\*Keep any heavy articles or things, which are likely to damage the floors or operate any machine or machines.

\*Install or keep or run any generator (other than that for common use), so as to cause nuisance to the occupants of the other portions of the said building.

\*Install any air-conditioner except according to the specifications of the association, and on obtaining prior written permission of the association.

\*Affix or change windows or grills other than according to the approved specifications of the association and on obtaining prior written permission of the association.

\*Change the colour scheme of the windows and grills of the said portion, other than according to the specifications of the developer or the association, and on obtaining prior written permission of the association.

**18. WATER/ ELECTRICITY/ HOUSE TAX/ MAINTENANCE FOR COMMON AREAS & PARTS:** That the PURCHASER shall pay taxes, levies or other charges of the common areas and parts, jointly with other co- owners, in proportionate share, through the MANAGING COMMITTEE.

**19. PAYMENTS AND DEPOSITS TOWARDS TAXES AND IMPOSITIONS AND THE COMMON EXPENSES:**

The deposits and payments to be made by the PURCHASER in terms hereof, including, those mentioned hereinabove shall be made by the PURCHASER within 7 (Seven) days to the association, leaving its bill for the same in the said portion and/ or at the above or last notified address of the PURCHASER.

The PURCHASER shall, regularly and punctually, pay the proportionate share of the common expenses on the dates and in the manner elsewhere contained herein.

In case of any default by the PURCHASER making any payment or deposit provided herein, the association shall be entitled to withhold all utilities and facilities to the PURCHASER and/ or the said portion, including, electricity, water and/ or other services, till the time the PURCHASER clears all the dues with fine whatsoever.

The PURCHASER shall pay to the association, interest at the rate of 18% (Eighteen percent) per annum, compoundable monthly, on all amounts for the time being in default towards the common expenses, for the period of such default, without prejudice to the other rights of the association, for stoppage of water supply and other utilities to the said unit.

The PURCHASER shall not, in any manner, interfere with or obstruct the aforesaid right of the association, and shall not make any demand for losses or damages in connection therewith.

**20.** 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.

**21.** That in case of any natural calamity or destruction of the building in future, the building may be reconstructed jointly by the co-owners (PURCHASER of the units in the multistoried building) who may hereafter or here to before have acquired by purchasing different units of the said multistoried building, have similar right, title and interest in the land of the building. The co- owners shall only be liable to pay and contribute the proportionate cost of their share in the building in his/her/their occupation for such

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reconstruction of the multistoried building, (if any such case arises in future) and the DEVELOPER shall not be responsible for the same in any manner.

**22 MISCELLANEOUS:**

All charges for the electricity consumed etc., in the said portion, shall be borne and paid by the PURCHASER.

The proportionate share of the PURCHASER in the various matters referred herein, shall be such as may be determined by the DEVELOPER/ building maintenance association, and the PURCHASER shall be bound to accept the same, notwithstanding there being minor variations therein, for the sake of convenience.

**SCHEDULE-A**

All that piece and parcel of land measuring area of 109 Decimal being portion of R.S. Plot No. 22, Sub Plot No. 22/A-2, under Khata no. 40 situated at Mouza-Hehal, P.S. Sukhdeonagar, Thana No. 203, District- Ranchi in the State **Jharkhand, having permanent heritable and transferable Right** which is butted and bounded as follow: -

- North: Simana Village Pandra
- South: 40 feet wide road
- East: R.S. Plot no. 22/Part
- West: R.S. Plot no. 23

**SCHEDULE 'B' REFERRED TO ABOVE**

All that piece and parcel of Flat No. '.....' having Super Builtup Area ' ' sq.ft. in the '..... Floor' of the multistoried building ""....."" with one car parking space alongwith '..... sq.ft. i.e. .... Decimals' undivided share of land situated at Village-Hehal, P.S. Sukhdeonagar, Thana No. 203, District- Ranchi together with beneficial use and all easements and inheritance thereto which is bounded and butted is as follows:-

- North :
- South :
- East :
- West :

For greater cleanliness, the unit has been delineated in the trace map annexed hereto and there in shown in RED wash, forming part of these presents.

LANDLORD -The State of Jharkhand, through the Circle Officer, Hehal Anchal, Ranchi.

**STATUTORY INFORMATION**

1.	Whether Kutcha or Pucca construction	-	Pucca
2.	If Kutcha, whether tiled or Reinforced concrete	-	Reinforced Concrete
3.	No. of Storey	-	G+...9.....

JAY KUMAR JAIN  
*(Signature)*  
Proprietor

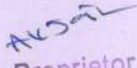
4.	Flat Area	-	'.....' sq.ft. (' ..... ')
5.	Year of Construction	-	20.....
6.	A brief description of the nature of sanitary, and other fittings in the building and their quality.	-	Standard fitting
7.	Whether the building is Constructed for Residential, Commercial or Industrial?	-	Residential
8.	If on Rent, its annual rent	-	Not applicable
9.	Cost of Flat Area '.....' sq.ft. (Govt. Rate...../- per sq.ft.)	:	Rs. ....../-
	Cost of indivisible Proportionate Share of land '..... sq.ft. i.e. .... Decimals' (Govt. Rate...../- per decimals)	:	Rs. ....../-
	Total	:	Rs. ....../-

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

#### MEMO OF CONSIDERATION

Received of and from the within named **PURCHASER** the within mentioned sum of **Rs. ....../-** (Rupees ..... ) **only including GST** being the consideration for the sale above mentioned as per memo hereunder:-

S.N.	Cheque/DD/Cash	Date	Bank	Amount (Rs.)
1.				
2.				
3.				

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4.				
5.				
	<b>Total</b>			...../-

**CERTIFICATE**

Certified that the above mentioned land is not a tribal land or have any concern with the tribes. It 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 Parties have set and subscribed their respective hands to this Deed of Sale on the day, month and year written first above at Ranchi in presence of the witnesses.

**WITNESSES:**

1.

**VENDOR cum DEVELOPER**

2.

AJAY KUMAR JAIN

*AJAY KUMAR JAIN*  
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**PURCHASER'S SIGNATURE, THUMB AND PHOTOGRAPH**

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

Typed by:-

Drafted by:-

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.

AJAY KUMAR JAIN

*AJ*

Proprietor