

**THIS DEED OF SALE** is made on this the ..... day of July 2021.

**BETWEEN**

1. **Mrs. Sapna Singh** wife of Mr Pramod Kumar Singh daughter of Late Rama Shankar Singh, granddaughter of Maksudan Singh, by faith Hindu by caste Rajput by occupation House Wife having **PAN No. GZRPS9930K & AADHAAR No. 8858 9125 1957 (Mobile No. 9835165827)** resident of Village and P.O - Getalsud, P.S. – Angara, District - Ranchi.
2. **Mr. Balbir Jain** son of Late P. K. Jain, grandson of Late Chotmal Jain by faith Jain by caste Jain by occupation Business having **PAN No. ABQPJ9617H & AADHAAR No. 2088 2183 0004 (Mobile No. 9386526901)** resident of Birsa Chowk, Hinoo, P.S.- Jagannathpur, Ranchi, Pin.no – 834002.

3. **Mrs. Geeta Singh** wife of Sri S. B. Singh, daughter of Sri Bisheswar Singh, granddaughter of Late Mahadeo Singh by faith Hindu by caste Rajput by occupation Business, having PAN No. **AFHPD5652H & AADHAAR No. 5482 9778 8493 (Mobile No. 9835372276)** resident of Buddhu Singh Building, Hinoo, P.S. – Doranda, Ranchi, Pin no-834002, all represented through their constituted agent attorney **Sri Santosh Kumar Jaiswal** son of Sri Sita Ram Jaiswal grandson of Late Laxmi Prasad by faith Hindu, by caste Kalwar, by occupation – business having **PAN No. AFHPJ5936Q & AADHAAR No. 3036 7244 6261 (Mobile No. 9431108154)** resident of Near United School, New Saket Nager, Hinoo, P.S. Doranda, District Ranchi - 834002, Jharkhand, Indian Citizen, power given through registered Power of Attorney no. 942 dated 09<sup>th</sup> May 2019 entered in Book No. IV, Vol. No. 5, Pages 353 to 410 in the office of S.R.O., Ranchi Urban Area 2, (hereinafter for the sake of brevity called the Land Owner/Vendor of the **FIRST PART**).

AND

**Mrs. Kusum Vijay** W/o Sri Sanjeev Vijay, daughter of Sri Shankar Lal Gupta, granddaughter of Late Banarasi Lal Gupta, by faith Hindu, by caste vaishya by occupation service having **PAN No. AFSPV7094Q & AADHAAR No. 7626 5046 1036 (Mobile No. 9934105474)** resident of Flat No. 201, Gitanjali Apartment, Ekta Nagar, Oberia Road, Hatia Ranchi, P.S.- Jagarnathpur, Ranchi, Jharkhand, 834003, INDIAN CITIZEN, (hereinafter for the sake of brevity called the Purchaser of the **SECOND PART**).

AND

**THE HOME**, having its registered office at Indira Place, Hinoo, P.S. Doranda, Ranchi - 834 002 through its Proprietor **Sri Santosh Kumar Jaiswal** S/o Sita Ram Jaiswal (herein after for the sake of brevity called the Developer/confirming party) of the **OTHER PART**.

The expression 'Land Owners', 'Purchaser' and 'Confirming Party' shall unless repugnant or expressly excluded by the subject or context below mean, and include their respective legal heirs, executors, administrators, successors-in-interest legal representative and assigns.

#### LAND HISTORY

We are absolute owners of the property measuring an area 14 decimals under Khata No. 238, Plot No. 1396 situated at Village Hatia, P.S. Hatia, P.S. No. 248, District Ranchi morefully described in schedule below.

WHEREAS the land in plot no. 1396 under khata no. 238, khewat no. 3/5 of Village Hatia, Thana no. 248, Thana Ranchi (now Jagarnathpur), District Ranchi Ranchi is originally recorded in the name of land holder Chamar Sahu and the name of the Raiyat is recorded as Chamar Oraon son of Goinda Oraon who was adhbatai owner and occupier of the aforesaid land.

AND WHEREAS, by virtue of surrender dated 03.04.1937, the recorded tenants, named above surrendered the lands in plot no. 1396 and 1397 of Khata no. 238 of village Hatia, to the then Landlord Chamar Sahu, and put him in possession over the same.

AND WHEREAS Landlord Chamar Sahu settled the entire land of Khata No. 238 Plot No. 1396 area 37 decimals and Plot No. 1397 area 1 acre 58 decimals total area of both plots 1 acre 95 decimals Prabhu Sahu son of Doman Sahu by virtue of Raiyati Settlement dated 04.04.1939.

AND WHEREAS, at the time of vesting rent is fixed in Rent Fixation Case No. 5R8/1960-61 in the name of Prabhu Sahu son of Late Doman Sahu. In the meantime, Prabhu Sahu died leaving behind his three sons namely Ashok Kumar Sahu, Pramod Kumar Sahu and Subodh Kumar Sahu. After the death of Prabhu Sahu, his three sons namely Ashok Kumar Sahu, Pramod Kumar Sahu and Subodh Kumar Sahu partitioned the land in which 25 decimal land is allotted to Ashok Kumar Sahu, 50 decimal land is allotted to Pramod Kumar Sahu and 50 decimal land is allotted to Subodh Kumar Sahu in whose share Plot No. 1397 area 13 decimal and 1396 area 37 decimal total area 50 decimal was allotted. After partitioned the same Subodh Kumar Sahu got his name mutated vide Mutation case no. 2907R27 of 2009-10 in the office of the State of Jharkhand and are regularly paying rent and tax to the State of Jharkhand through Circle Officer, Namkum Anchal, Ranchi.

AND WHEREAS Said Subodh Kumar Sahu sold and transferred 14 decimal of land from Plot No. 1396 out of total area 37 decimal under Khata No. 238 of village Hatia to Sanjay Kumar Singh son of Late Gunjeshwar Prasad Singh, Smt. Geeta Singh daughter of Bisheshar Singh and Balbir jain son of Late P. K. Jain by virtue of registered deed of sale dated 24.09.2012, which is entered in Book I, Volume 551, Pages 429 to 456 being deed No. 15139/13420 for the Year 2012 in office of the District Sub Registrar, Ranchi. After jointly purchase the aforesaid land, Sanjay Kumar Singh, Smt. Geeta Singh and Balbir jain got their name mutated jointly in vide Mutation case no. 1274R27 of 2012-13, which is entered in Volume XVI, Page No. 95 in Register II of the office of the State of Jharkhand and are regularly paying rent and tax to the State of Jharkhand through Circle Officer, Namkum Anchal, Ranchi.

AND WHEREAS Sanjay Kumar Singh, Smt. Geeta Singh and Balbir jain partitioned the aforesaid land in which 4.66 decimal land is allotted to Sanjay Kumar Singh, 4.66 decimal land is allotted to Smt. Geeta Singh and 4.66 decimal land is allotted to Balbir Jain. On the basis the mutual partition Sanjay Kumar Singh sold and transfer his share measuring 4.66 decimal land from Plot No. 1396 out of total land 14 decimal under Khata No. 238 of Village Hatia to Smt. Sapna Singh wife of Sri Pramod Kumar Singh by virtue of registered deed of sale dated 31.03.2015, which is entered in Book I, Volume 20, Pages 509 to 532 being deed No. 428/384 for the Year 2015 in office of the District Sub Registrar, Ranchi, Urban Area -2.

AND WHEREAS after purchased the aforesaid land, Smt. Sapna Singh got her name mutated vide Mutation case no. 1557R27 of 2015-16, which is entered in Volume 21, Page No. 58 in Register II of the office of the State of Jharkhand and are regularly paying rent and tax to the State of Jharkhand through Circle Officer, Namkum Anchal, Ranchi.

AND WHEREAS the VENDORS are duly seized and possessed of the aforesaid land as absolute owner and has got indefeasible title thereof.

AND WHEREAS, the VENDOR above named intended to develop their Schedule-A property by constructing a multistoried residential buildings known as "**GITANJALI APARTMENT**" consisting of 12 flats including car parking space in the ground floor through the Confirming Party and for which the VENDOR has entered into an Agreement, with the Confirming Party inter-alia for the purpose of construction of a multi storied building on the Schedule-'A' property.

AND WHEREAS the land Owners authorized the Confirming Party by an Agreement dated 08<sup>th</sup> October 2018 to construct a multi storied residential building known as "**GITANJALI APARTMENT**" on the Schedule-A Property at the cost of the Purchaser as per Plan Map sanctioned by the R.M.C. Ranchi vide **B.C. Case no.- BP/W54/0430/17**

AND WHEREAS by virtue of said agreement the Confirming Party/Builder is entitled to BUILDERS ALLOCATION which he is free to sale and also is authorized to nominate such purchaser of his share to the Landowner. The Landowner is bound to register undivided and un-demarcated share of land property to such Purchaser.

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

AND WHEREAS, **Mrs. Kusum Vijay** offered to purchase flat no. 201 with Car Parking Space with undivided un-demarcated proportionate share of land of 498 sqft (more or less). The details of flat having area of 1275 sqft of super built up area have been described in Schedule 'B'. The consideration was fixed for Rs. 28,79,900/= (Rs. Twenty eight lakh seventy nine thousand nine hundred) only which the purchaser accepted. The Confirming Party has constructed the flats. The total consideration has been paid to the Confirming Party and the Confirming Party does hereby confirm as having received and acknowledge the same. The Confirming Party after completion of the said construction has delivered peaceful physical possession over the Schedule-'B' flat and the undivided share of land of 498 sqft (more or less) of land to the Purchaser with right to use, and to enjoy the common facilities in full and final satisfaction of Purchaser and since then the Purchaser has occupied the said flat.

AND WHEREAS the Confirming Party has nominated the purchaser to the vendor to register the flat no. 201 with undivided, un-demarcated proportionate share of land 498 sqft.

## NOW THEREOF THIS DEED OF SALE WITNESSES

1. That in view of the facts and the circumstances aforesaid, and in pursuance of the aforesaid agreement and in consideration of the construction cost along with the cost of undivided proportionate share of land, a sum of Rs. 28,79,900/= (Rs. Twenty eight lakh seventy nine thousand nine hundred) only paid by the purchaser to the Confirming Party and the receipt of entire sum which the Confirming Party does hereby admit and acknowledge for the same, and every part thereof absolutely and forever release, acquit, and discharge to the Purchaser the said flat, the Vendor does hereby irrevocably grant, transfer by way of absolute sale, assign, and assure with undivided proportionate share of land in the property and 1275 Sqft Super built up area with Car Parking Space on the ground Floor which is fully described in the Schedule 'B' appended hereto below as part hereof, the said flat is hereto before was known called and numbered, denoted, distinguished, butted and bounded TOGETHER WITH undivided proportionate share in land AND TOGETHER WITH all easements, benefits, advantages thereto belonging or in anyway appertaining and known and reputed to belong and appertain thereto and also TOGETHER WITH unfettered right of user of Road, passage, common amenities stairs in and around the compound of the Gitanjali Apartment, TO HAVE AND TO HOLD as same UNTO AND TO the use of the "Purchaser" absolutely and forever jointly.
2. That the Vendor do hereby covenant with the Purchaser that not withstanding any act deed, matter or thing hereto before done, committed or performed or knowingly suffered by the Owner/Confirming party or any of his/her/their predecessors in title or ancestors, the land owner and Confirming party at all material times had and still has absolute right, perfect title and indefeasible authority to grant convey sell, assign, and assure the undivided proportionate share in land and 1275 sqft flat with Car Parking Space on the ground floor of "**GITANJALI APARTMENT**" and every part thereof to the purchaser and that the same is free from all encumbrances, charges, mortgage, lien, claim and demand of whatsoever nature.
3. That the Vendor and Confirming party do hereby further covenant with the purchaser that the purchaser shall hold, possess and beneficially enjoy the same and every part thereof and may got his/her/their name mutated in the record of the circle officer, Khijri, as well as in the Ranchi Municipal Corporation and wheresoever else that may be felt necessary and expedient.
4. That the Vendor and Confirming party do hereby again covenant with the purchaser that the later shall be served harmless and kept indemnified from and against all losses, damages, cost or

expenses, which may subsist by reason of any defect of title or possession or any charges or any encumbrances or any claim being made by any person whatsoever to the said property or any part thereof.

5. That the Vendor and Confirming party do hereby fully covenant with the purchaser that at the request and cost of the Purchaser to execute and perform all such further acts, deeds, things and matters that may be reasonably necessary for more perfectly and fully assuring and securing the purchaser's title and possession over the said flat, and every part thereof.
6. That the Vendor and Confirming party does hereby deliver to the Purchaser all relevant document relating to the title and possession of the schedule flat, parking space and undivided share in the land with roof right hereby conveyed and the Vendor and/or any person claiming under him to hereby covenant with the Purchaser that the Vendor/Confirming party is lawfully seized and possessed the schedule finished flat free from all encumbrances and they have absolute authority to the schedule flat, in the manner aforesaid.
7. That the Purchaser shall have hereafter the right to peacefully and quietly possess and enjoy the schedule flat by him or through tenants or assigns or relations without any claim, permission or demand or obstruction or hindrance whatsoever either from the Vendor from or any person claiming from or under him or from the confirming party.
8. That the Purchaser after taking possession of the schedule flat shall be liable to abide by the rules and regulations of the Government Authority, Committee constituted by the flat owners if any and the terms and conditions mentioned in this deed and shall also be liable to pay all the relevant taxes, fees, payment, proportionate land revenue for the proportionate undivided share in the land mentioned here above and in respect of the Flat as fixed by the Government, local body and/or committee, constituted by the flat Owners from the date of execution and Registration of the sale deed.
9. That the said flat shall be used and or occupied by the purchaser or his/her/their successors, legal representatives and/or legal heirs. Notwithstanding anything contained herein, the Purchaser shall have full and absolute right to use the said flat by him and his/her/their family members through his/her/their tenant, successors, assigns and also the right to sale, mortgage or transfer to any person.
10. That the purchaser shall be liable to bear proportionate share or responsibility of liability arising, occurring in pursuance of or in connection with the common facilities and amenities in the said apartment.

11. That the purchaser shall be liable for the electricity consumption in respect of the Schedule Flat and for the purpose a separate meter has been installed for recording the consumption.
12. That the purchaser shall share proportionate responsibility as also the facility of the roof/terrace portions collectively with the other purchasers of the flats in the said building.
13. That the purchaser shall not make or permit to be made any structural alteration in/or addition to the outer side of the said flat or apartment.
14. That the purchaser shall not do or offer anything to be done in the said flat and/or in the said apartment which may cause a nuisance, annoyance or inconvenience to the other occupiers of the said apartment or the adjacent neighbours nor shall use the said flat for any immoral/illegal purpose.
15. That the purchaser shall have the right to use the common passage, staircases, parts and roof area in the said apartment and/or common amenities and/or facilities with other remaining occupiers of the said apartment.
16. That the confirming party do hereby further covenant that the aforesaid consideration amount for the said Schedule Flat is inclusive of the consideration money for the individual, undivided proportionate share in the said land upon which the said Schedule 'B' flat is standing.
17. That the Purchaser's undivided proportionate share in the said land shall remain joint for all times with the Vendor and/or other Co-owners occupiers who may thereafter or here before have acquire right, title and interest in the land in any flat in the apartment is being hereby declared that the interest in the said land is impartable.
18. That the purchaser has the right to enter into and upon other parts of the apartment for the purpose of repairing, cleaning, maintaining or renewing any such drains, water courses, cables as aforesaid and or laying down new sewers, drains, water courses cables, and wires, with as little disturbance as possible and making good the damage caused.
19. That the purchaser shall have the right/ownership over the proportionate share of land of the entire compound of the Multi-storied building i.e. in case of any natural calamities /or its aging affect.

### SCHEDULE "A" (LAND PROPERTY)

Both amalgamated piece and parcel of land property situated at Village Hatia, being Portion of R.S. Plot no. 1396, known as Sub-Plot no. 1396/Part and 1396/Part-1 measuring 14 decimals (more or less) allotted as Municipal Holding No. **0550002376000Z0** under Ward No. **55**

Khata No.	R.S. Plot no.	Sub Plot no.	Village	Thana	Thana no.	District
238	1396	1396/Part and 1396/Part-1	Hatia	Jagarnathpur	248	Ranchi

Butted and bounded as follows:-

- North – Ram pratap Nayak and others
- South – 20' feet proposed Road
- East – 20' feet proposed Road
- West – Remaining Part of Plot No. 1396

### SCHEDULE –B

Flat no. 201 of 1275 square feet super built up area in the North-South-West direction of second floor of the "GITANJALI" Apartment along with undivided and undemarcated proportionate share of land 498 (167 sqft came from deed of Sapna Singh and 331 sqft came from deed of Balbir Jain & other) and car parking space in the ground floor, approved plan of which is appended hereto. Super built-up Area shall mean and include the carpet area of flat, wall area, verandah/balcony/cupboard area, the proportionate area of staircase, guardroom and generator room if any.

### Memo of Consideration:-

SL.NO	CHEQUE/DD NO.	DATE	BANK & BRANCH	AMOUNT
1.	027491	15.02.2020	Allahabad Bank	2,50,000/-
2.	334499	10.10.2020	BOB, Birsa Chowk	9,00,000/-
3.	334500	10.10.2020	BOB, Birsa Chowk	9,00,000/-
4.	334501	10.10.2020	BOB, Birsa Chowk	3,00,000/-
5.	334575	11.01.2021	BOB, Birsa Chowk	3,50,000/-

6.				1,79,900/-
			<b>Total</b>	<b>28,79,900/-</b>

Received Rs. 28,79,900/= (Rs. Twenty eight lakh seventy nine thousand nine hundred) only.

### **CERTIFICATE**

It is certified that the above referred schedule land is not a Tribal Land. It is not acquired by Government or for Government or Non-Government. Army Force or any other purposes, it is not a forest land, nor a land of C.C.L., H.E.C.L., B.C.C.L. There is no Temple, Mosque, and Church over the aforesaid land and land not comes under preview in u/s 46(1) (b) of C.N.T. Act.

<b>Detail of Building as Follows :-</b>			
1.	Whether Kuchha or pucca	:	Pucca
2.	If pucca, whether tiled or reinforced concrete	:	Reinforced concrete
3.	Number of storeys	:	G+4 Floor
4.	The plinth area of each floor or storey in the Building with area of each storey of floor	:	1275 Sqft Super Built Up area of Flat No.- 201
5.	The Year of Construction	:	2019
6.	A brief description of the nature of sanitary, Electrical and other fitting in the building and There quality.	:	Normal
7.	Area where the building is constructed and its use residential commercial or industrial.	:	Residential
8.	If on rent its annual rent.	:	Not applicable
9.	For the purpose of registration fee and stamp duties the documents is valued as under:-		
	i. Value of Flat Area 1275 Sqft (with car parking space) (@ Rs. 3203/Sqft)	:	Rs. 40,83,875/-
	ii. Value of Undivided Proportionate Land Area 498 Sq. Feet equivalent to 1.14 decimal	:	Rs. 4,20,825/-

<b>Total Value of Flat with Land</b>	<b>:</b>	<b>Rs. 45,04,700/-</b>
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Though the property was purchased by the purchaser at total consideration amount of Rs. 28,79,900/= (Rs. Twenty eight lakh seventy nine thousand nine hundred) only, but the stamp duty was paid at the rate fixed by the authority as above for Rs. 45,04,700/= (Rupees Forty five lakh four thousand seven hundred) only.

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

WITNESS

1.

2.

Drafted & typed by

1. LANDOWNER (VENDOR)  
Through authorized Power of  
Attorney Holder

Advocate :

2. THE HOME  
(DEVELOPER)  
Through its Proprietor  
Mr. Santosh Kumar Jaiswal