

THIS DEED OF SALE IS MADE ON THE ____ DAY OF SEPTEMBER
(TWO THOUSAND TWENTY ONE) of Christian era;

BETWEEN

SMT. ARATI CHATTERJEE D.O.B.- 22.08.1963, UID -2194 1043 4219,
PAN - ACNPC3523D, MOB - 9631725470 wife of Sri Somnath Chatterjee,
Daughter of Late Uma Kant Chakravarty, Grand Daughter of Late Kisto
Chakravarty, by Caste - Brahmin, by Faith - Hindu, by Occupation -
Housewife, Resident of Old Commissioner Compound, P.S.- Sadar, Ranchi,
State - Jharkhand, Indian Citizen (landowners) through **M/S MATA
DEVELOPERS & CONSTRUCTION**, A proprietorship concern having its office
at Road No. 1, Kusum Vihar, Morhabadi, District - Ranchi, through its proprietor
namely **Sri Binod Kumar** date of Birth - 10.09.1967, UID - 8472 6367 5964, PAN -
AKDPK1354L, MOB - 9934010779 Son of Late Banarasi Prasad, Grand Son of
Late Hari Prasad, by Caste - Kurmi, by Faith - Hindu, by Occupation - Business,
resident of Mata Niwas, Kusum Vihar, Road No. 7, Morabadi, P.S. - Bariatu,
District - Ranchi Authority conferred u/s 5 (1) & (2) of Jharkhand Apartment (Flat)
ownership Act, 2011 pursuant at Registered Development Agreement vide Deed No.
...../..... dated entered into Book No. 1, Volume No., Pages
..... to in the Office of District Sub Registrar, Ranchi hereinafter called the
VENDOR/DEVELOPER) of the **FIRST PART**;

AND

Name- **Age -** **Years, Son/daughter of**
..... Grand son/daughter of
by Caste -, **by Faith -** Hindu, **by Occupation -**, **Resident of**
.....
.....
State - Jharkhand **Indian Citizen** (hereinafter called the **PURCHASERS**) of the
OTHER PART;

PAN -, **UID -**, **MOB-**

The terms and expressions the "VENDOR/DEVELOPER" and the
"PURCHASERS" 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 Landowner **SMT. ARATI CHATTERJEE** is seized and
possessed of or otherwise was and is sufficiently entitled to the property land
measuring 8 Kathas 3 Chhattaks 5 sq.ft. being portion of R. S. Plot No. 854
under Khata No. 34 and 2 Kathas 8 Chhattaks being portion of R. S. Plot No.
853 under Khata No. 54 total land measuring 10 Katha 11 Chhattaks 5 sq.ft.
i.e. 17.67 Decimals situated Village-Bariatu, Thana No. 193, P.S. - Bariatu,
District - Ranchi which is more fully and particularly described in the first
schedule appearing hereunder and forming a part of this agreement and (for
brevity's sake), referred to as the said property.

For MATA DEVELOPERS & CONSTRUCTION


Proprietor

WHEREAS R.S. Plot No. 855 of Khata No. 21, R.S. Plot No. 854 of Khata No. 34 and R.S. Plot No. 835, Khata No. 54 Situated at Village Bariatu, Thana No. 193, Ranchi was recorded in the Revisional Survey in the name of Rani Harshamukhi Dashi as the executrix to the estate of Raja Mahindra Chandra Sinha.

AND WHEREAS Rani Harshamukhi Das handed over the charge of the entire estate including the properties of Bariatu, Ranchi to the aforementioned Kumar Bimal Chandra Sinha when they became major and put them in possession of the same;

AND WHEREAS Kumar Bimal Chandra Sinha died on 17th April, 1961 leaving behind his only son and legatee Sri Atish Chandra Sinha took probate of the will of his father from the Calcutta High Court being probate Case No. 207 of 1961;

AND WHEREAS Kumar Amaresh Chandra Sinha died on 16th November 1953 leaving behind his only son and legatee Kumar Adhish Chandra Sinha who was minor then.

AND WHEREAS Rani Amiya Bala Sinha, the mother of Kumar Amaresh Chandra Sinha and Shrimati Abha Sinha, the widow of Late Kumar Amaresh Chandra Sinha obtained probate as executrices of the will left by the Late Kumar Amaresh Chandra Sinha from the Calcutta High Court being Probate Case No. 145 of 1954.

AND WHEREAS by a Deed of Declaration and Release the said Executrices have on the 26th day of May, 1964 relinquished their executrixship and handed over the charge of the estate in their administration to Sri Adhish Chandra Sinha, the son and legatee in the will of Late Kumar Amaresh Chandra Sinha;

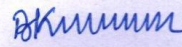
AND WHEREAS Kumar Brindaban Chandra Sinha died on the 6th February, 1966 leaving behind his only son Late Bikash Chandra Sinha.

AND WHEREAS Sri Bikash Chandra Sinha, who was appointed Executor of the estate in the will, obtained probate of the will of his father as Executor from the Calcutta High Court being Probate Case No. 134 of 1966;

AND WHEREAS Sri Atish Chandra Sinha, Adhish Chandra Sinha and Bikash Chandra Sinha were the exclusive owners and in exclusive possession of R.S. Plot No. 851 of Khata No. 21, R.S. Plot No. 854 of Khata No. 34 and R.S. Plot No. 853 of Khata No. 54 situated at Village Bariatu P.S. Ranchi, Thana No. 193, District Ranchi alongwith other Plots.

AND WHEREAS the said Atish Chandra Sinha, Adhish Chandra Sinha and Bikash Chandra Sinha sold a portion 41 Kathas of land out of R.S. Plot No. 855, 854 and 853 to the Awadhesh Prasad Singh and Ganauri Prasad & Rajkumar Singh and Registered at Ranchi on 26th July 1982 vide Registration No. 6928, dated 26.07.82 and the said vendors came in peaceful possession of the same;

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AND WHEREAS Sri Rajkumar Singh purchased the portion of land measuring 21 Kathas 10 Chhattakss 30 Sq.ft. out of 41 Kathas bearing its R.S. Plot No. 855, 854 and 853, situated of Village Baraiatu Ranchi being its Registered Deed No. 7066 dt. 31.07.82 from Sri Avadhesh Prasad Singh and Ganauri Prasad and since then is physical and peaceful possession over the same.

AND WHEREAS the abovenamed Rajkumar Singh son of Sri Jang Bahadur Singh on account of legal necessities sold land measuring 8 Kathas 3 Chhattaks 5 sq.ft. being portion of R. S. Plot No. 854 under Khata No. 34 and 2 Kathas 8 Chhattaks being portion of R. S. Plot No. 853 under Khata No. 54 total land measuring 10 Katha 11 Chhattaks 5 sq.ft. i.e. 17.67 Decimals situated Village-Bariatu, Thana No. 193, P.S. - Bariatu, District - Ranchi in favour of **Smt. Arati Chatterjee (Landowner)** vide a registered sale deed No. 9624/8991 dated 20.10.1982 which is registered in the office of District Sub Registrar, Ranchi.

AND WHEREAS after Purchase of the said property **Smt. Arati Chatterjee (Landowner)** came in peaceful possession over the property and mutated in her name in Circle Office vide Mutation case no 2287 R 27/ 2019-2020 which is entered in to volume no 22 Page no 39 and Paying rent regularly to the Govt. Jharkhand and also got her name mutated in Ranchi Municipal Corporation, Ranchi and she has been allotted Holding No. 0080006535000Z0 within New Ward No. 9 (Old Ward No. 8) of Ranchi Municipal Corporation, Ranchi.

AND WHEREAS **Smt. Arati Chatterjee (Landowner)** entered into a Development Agreement with Developer **M/S MATA DEVELOPERS & CONSTRUCTION** vide Registered Development Agreement vide Deed No./..... dated entered into Book No. 1, Volume No., Pages to in the Office of District Sub Registrar, Ranchi.

AND WHEREAS in order to construct a building over the land mentioned herein below a building plan has been sanctioned by the CEO, Ranchi Municipal Corporation, Ranchi vide **B.C. Case No. RMC/BP/0283/W09/2021 dated 26.03.2021.**

AND WHEREAS the Developer has constructed a Multistoried building over the said land as per sanctioned plan which is known and called as "**Uma Enclave**" and got the project registered in the office of Jharkhand Real Estate Regulatory Authority vide Registration Number **JHARERA/PROJECT/...../2021.**

AND WHEREAS as per said development Flat No. '.....' having Carpet Area '.....' sq.ft. (Super Builtup Area '.....' sq.ft.) in the '..... Floor' of the multistoried building "**Uma Enclave**" with one car parking space alongwith '..... sq.ft. i.e. Decimals' undivided share of land came in the share of Developer.

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AND WHEREAS the PURCHASERS who are desirous of purchasing the said Flat No. '.....' having Carpet Area '.....' sq.ft. in the '..... Floor' of the multistoried building "Uma Enclave" 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 PURCHASERS 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 Purchasers 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 PURCHASERS 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 PURCHASERS 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, Octroi, VAT etc. and all other Government tax or taxes either existing or as applicable from time to time and the PURCHASERS 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 PURCHASERS 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 (Town Anchal office, Ranchi) and Ranchi Municipal Corporation. The PURCHASERS henceforth shall pay all rent and taxes to the State and Ranchi Municipal Corporation.
2. That the PURCHASERS 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 Purchasers has already inspected all the documents, made searches and inspection of the relevant land records and building sanctioned plan in Circle office, 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 Purchasers 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

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- and extent of the benefits, rights and interests provided to the PURCHASERS 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 PURCHASERS 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 PURCHASERS after completion of the same which the PURCHASERS hereby confirms and has no objection for the same. Thereafter that no transfer shall be effected, of any sort whatsoever, by the PURCHASERS, until such time the PURCHASERS pays and discharges all its debts and liabilities to the association/BUILDER, for the common expenses and/ or otherwise.
 7. That the Purchasers 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 PURCHASERS 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 PURCHASERS 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 PURCHASERS shall not make any construction or encroachment in the common area provided for the common use and facilities for all PURCHASERS of the units or portion of the multistoried building. The PURCHASERS 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-PURCHASERS/ OWNERS of the said multistoried building.
 12. That one car parking space shall be provided to the PURCHASERS of the abovementioned building for the purpose of car parking only.
 13. That the PURCHASERS 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 PURCHASERS.
 14. That apart from the amount of taxes and impositions, the PURCHASERS shall be liable to pay the penalties, interests, costs, charges and expenses, for and in respect of such taxes or impositions, proportionately or wholly, as the case may be.
 15. **MANAGEMENT & MAINTENANCE OF THE COMMON AREAS:**

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15.1 That the PURCHASERS 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 PURCHASERS of SCHEDULE "B" property of the building by such managing committee of the building.

15.2 The PURCHASERS 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 PURCHASERS 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:

17.1 That the PURCHASERS shall, at their own costs and expenses, do the following:-

17.1.1 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.

17.1.2 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.

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

17.2 The PURCHASERS shall not do the following:

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

17.2.2 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.

17.2.3 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.

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

17.2.5 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.

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

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

17.2.8 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.

17.2.9 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.

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- 17.2.10 Keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said portion.
- 17.2.11 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 the premises, not transferred expressly to the PURCHASERS.
- 17.2.12 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.
- 17.2.13 Keep any heavy articles or things, which are likely to damage the floors or operate any machine or machines.
- 17.2.14 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.
- 17.2.15 Install any air-conditioner except according to the specifications of the association, and on obtaining prior written permission of the association.
- 17.2.16 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.
- 17.2.17 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 PURCHASERS 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:

- 19.1 The deposits and payments to be made by the PURCHASERS in terms hereof, including, those mentioned hereinabove shall be made by the PURCHASERS 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 PURCHASERS.
- 19.2 The PURCHASERS shall, regularly and punctually, pay the proportionate share of the common expenses on the dates and in the manner elsewhere contained herein.
- 19.3 In case of any default by the PURCHASERS making any payment or deposit provided herein, the association shall be entitled to withhold all utilities and facilities to the PURCHASERS and/ or the said portion, including, electricity, water and/ or other services, till the time the PURCHASERS clears all the dues with fine whatsoever.
- 19.4 The PURCHASERS 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

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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.

- 19.5 The PURCHASERS 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 PURCHASERS 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 (PURCHASERS 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 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:
- 22.1 All charges for the electricity consumed etc., in the said portion, shall be borne and paid by the PURCHASERS.
- 22.2 The proportionate share of the PURCHASERS in the various matters referred herein, shall be such as may be determined by the DEVELOPER/ building maintenance association, and the PURCHASERS shall be bound to accept the same, notwithstanding there being minor variations therein, for the sake of convenience.

"SCHEDULE 'A' REFERRED TO ABOVE"

All that piece and parcel of land measuring 8 Kathas 3 Chhattaks 5 sq.ft. being portion of R. S. Plot No. 854 under Khata-No. 34 and 2 Kathas 8 Chhattaks being portion of R. S. Plot No. 853 under Khata No. 54 total land measuring 10 Katha 11 Chhattaks 5 sq.ft. i.e. 17.67 Decimals situated Village-Bariatu, Thana No. 193, P.S. - Bariatu, District - Ranchi bearing Holding No. 0080007538000Z0 within New Ward No. 9 (Old Ward No. 8) of Ranchi Municipal Corporation, Ranchi and under the District Sub Registrar, Ranchi and bounded as follows :-

North :- Land of Raj Kumar Singh

South :- 20 feet wide Road

East :- Land of U.K. Singh

West :- S. Road

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 "Uma Enclave" with one car

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parking space alongwith '..... sq.ft. i.e. Decimals' undivided share of land situated Village-Bariatu, Thana No. 193, P.S. - Bariatu, District - Ranchi bearing Holding No. 0080007538000Z0 within New Ward No. 9 (Old Ward No. 8) of Ranchi Municipal Corporation, Ranchi together with beneficial use and all easements and inheritance thereto which is bounded and butted 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, Town Anchal Ranchi now Bargain 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+4
4.	Flat Area	-	'.....' sq.ft. ('.....')
5.	Year of Construction	-
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

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.....) only including GST, and property is valued as per Government value i.e./-.

MEMO OF CONSIDERATION

Received of and from the within named PURCHASERS 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.				
4.				
5.				
			Total/-

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.

For MATA DEVELOPERS & CONSTRUCTION


Proprietor **VENDOR**

PURCHASER'S SIGNATURE, THUMB AND PHOTOGRAPH

Little	Ring	Middle	Index	Thumb

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:-

For MATA DEVELOPERS & CONSTRUCTION

Typed by:-


Proprietor