

THIS DEED OF SALE is made and executed on this the day of, 2022, A.D. at Ranchi;

BY

- (1) **SHRI SOURAV AGARWAL** (PAN: AVAPA6840R, AADHAR No. XXXX XXXX 4952, MOBILE No.7209547940), son of Shri Sanjay Kumar Agarwal and grandson of Late Munshi Ram Agarwal, by caste: General (do not comes under C.N.T. Act,1908), by faith: Hindu, by occupation: Business, resident of 309, Panchwati Residency, Kanke Road, Chandani Chowk, Ranchi-834008, P.S. Gonda, District: Ranchi in the State of Jharkhand, Indian National,
- (2) **SHRI ANIL BAJAJ** (AADHAR No. XXXX XXXX 5430, MOBILE No.9431101054), son of Sri Pushkar Lal Bajaj and grandson of Late Ramchandra Bajaj, by caste: General (do not comes under C.N.T. Act,1908), by faith : Hindu, by occupation : Business, resident of Balajee Sadan, Nil Ratan Street, Upper Bazar, Ranchi-834001, P.S. Kotwali, District:Ranchi in the State of Jharkhand, Indian National happens to be Karta of Shri Anil Bajaj H.U.F. (PAN: AAEHA9171N),
- (3) **SHRI SUNIL BAJAJ** (AADHAR No. XXXX XXXX 7424, MOBILE No. 9308727236), son of Sri Pushkar Lal Bajaj and grandson of Late Ram Chandra Bajaj, by caste: General (do not comes under C.N.T. Act,1908), by faith: Hindu, by occupation: Business, residing at Balajee Sadan, Nil Ratan Street, Upper Bazar, Ranchi-834001, P.S. Kotwali, District: Ranchi in the State of Jharkhand, Indian National happens to be Karta of Sri Sunil Kumar Bajaj H.U.F.(PAN: AAKHS5208Q), and
- (4) **SMT. PAYAL BAJAJ** (PAN: AAXPL7320F, AADHAR No. XXXX XXXX 2248, MOBILE No. 7541079254), wife of Sri Naveen Bajaj and daughter of Late Raj Kumar Lohia and grand daughter of Late Jageshwar

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Lohia, by faith : Hindu, by caste : General (do not comes under C.N.T. Act,1908), by Profession : Business, resident of Balajee Sadan, Nil Ratan Street, Upper Bazar, Ranchi-834001, P.S. Kotwali, District: Ranchi in the State of Jharkhand, Indian National,

all through their authorised entity Shri Ganpati Estate (PAN:AEHFS6630M) having its office at 102B, H. P. Chamber, Beside Gopal Complex Lane, Kutchry Road, Ranchi – 834001 (Jharkhand) represented by and through its partner Shri Pramod Kumar Parashrampurua (PAN ADBPP8866H, AADHAR No. XXXX XXXX 7975, MOBILE No. 9430055620), son of Late Niranjan Lal Parashrampurua and grandson of Late Mahadev Lal Parashrampurua, by faith : Hindu, by caste: General (do not comes under C.N.T. Act,1908), by occupation : Business, resident of 3C, Rose Valley Apartment Rameshwaram Lane, Bariatu Road, Ranchi-834009, P.S. Bariatu, in the Town and District of Ranchi, Jharkhand, Indian National, duly authorized by virtue of a Registered Agreement For Development, dated 17.02.2022 being Document No. 2022/RAN/1241/BK1/1089 for the year 2022, registered on dated 23.02.2022 at the office of the District Sub Registrar, Ranchi and recorded in Book No. BK I, Volume No. 129 at pages from 221 to 370, hereinafter collectively and jointly called the "VENDORS"/"LANDOWNERS"/"OWNERS" (which expression shall, under it be repugnant to the context or subject or meaning thereof be deemed to mean and include themselves, their respective heirs, successors, legal representatives, executors, administrators and assigns) of the **FIRST PART;**

AND

SHRI GANPATI ESTATE (PAN: AEHFS6630M) a partnership firm, having its office at 102, H.P. Chamber, Beside Gopal Complex Lane, Kutchery Road, Ranchi-834001, Jharkhand represented by and through its partner **SHRI HARI SHANKER PARASHRAMPURIA** (PAN: ADBPP8868K,AADHAR No.

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XXXX XXXX 1993, MOBILE No.94311-71239), son of Late Niranjn Lal Parashrampurua and grandson of Late Mahadev Lal Parashrampurua, by faith: Hindu, by caste: General (do not comes under C.N.T. Act, 1908), by occupation: Business, resident of 3C, Rose Valley Apartment Rameshwaram Lane, Bariatu Road, Ranchi-834009, P.S. Bariatu, District: Ranchi, in the State of Jharkhand, Indian National, (hereinafter called the "**CONFIRMING PARTY**"/"**DEVELOPER**"/ "**BUILDER**"/ "**PROMOTER**" (which expression shall, unless it be repugnant to the context or subject or meaning thereof be deemed to mean and include itself, its partner for the time being, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and their/his assigns etc.) of the **SECOND PART;**

AND

IN FAVOUR OF

(i) (AADHAR No..... , PAN: , MOBILE No.....), son/wife/daughter of....., grandson/granddaughter of....., by occupation: (ii) (AADHAR No..... , PAN: , MOBILE No.....), son/wife/daughter of....., grandson/granddaughter of....., by occupation: both/all by faith: , by caste:....., resident of..... , P.S. , District..... in the State of....., Indian Citizen/N.R.I., hereinafter called the "**PURCHASER/S**" or "**ALLOTTEE/S**" (which expression shall, unless it be repugnant to the context or subject or meaning thereof be deemed to mean and include himself/herself/themselves and his/her/their respective heirs,

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successors, legal representatives, executors, administrators, assigns, as the case may be) of the **THIRD and LAST PART**;

In this Agreement unless the context otherwise demands the reference to:-

- (i) words importing masculine gender shall include feminine gender or neuter gender. Likewise words importing feminine gender shall include masculine gender or neuter gender and the words importing neuter gender shall include masculine gender or feminine gender, as the case may be ;
- (ii) singular shall mean and include plural and vice-versa ; and
- (iii) living person shall and include body incorporate and/or any other artificial person Partnership firm, etc.
- (iv) the reference to the word "apartment" refers to the "residential Unit" or "Commercial Unit" as the case may be in the apartments complex "GANPATI SOLITAIRE" having its Two blocks, namely Block – I and Block – II.

WHEREAS the subject matter of these presents relates to indefeasible sale, convey and transfer of one Residential Unit being Flat No..... on..... floor having carpet area sq.ft. corresponding to super built up area.....Sq.ft. (approx.) of the multi-storeyed apartment "GANPATI SOLITAIRE" constructed on and over the land containing by total admeasurement 1.00 (One) acre being portion of R.S. Plot No. 841 appertaining to Khata No. 50 area 0.46 acre and 0.39 acre ; portion of R.S. Plot No. 836 appertaining to Khata No. 56, area 0.04 acre and 0.06 acre; portion of R.S. Plot No. 835 appertaining to Khata No. 50, area 0.02 acre and portion of R.S. Plot No.839 appertaining to Khata No.27, area 0.03 acre all situated at village Bariatu, Thana Bariatu, Thana No.193, District Ranchi and comprised within Municipal Holding Nos. No.0080007996000Z0,

0080007998000Z0, 0080007999000Z0 and 0080007997000Z0 in Ward No.8 (New ward No. 9) of Ranchi Municipal Corporation, Ranchi together with one car parking space at "GANPATI SOLITAIRE" and proportionate undivided undivisible share in land, i.e. sq. ft. and right to enjoy common part, common facilities and amenities and morefully described in the "SCHEDULE-B" and "SCHEDULE-C" hereunder written.

WHEREAS the LAND OWNER No.1, LAND OWNER No.2, LAND OWNER No.3, and LAND OWNER No.4 are the absolute and lawful owners of the land having permanent heritable and transferable rights, being portion of R.S. Plot Nos. 841 appertaining to Khata No.50, portion of R.S. Plot No.836 appertaining to Khata No. 56, portion of R.S. Plot Nos. 835 and 841 both appertaining to Khata No. 50, R. S. Plot No. 839 appertaining to Khata No.27 and portion of R.S. Plot No.836 appertaining to Khata No.56, containing by total admeasurements 1.00 (one) acre situated at village Bariatu, Thana Bariatu, Thana No.193, District: Ranchi and comprised within Municipal Holding No.0080007996000Z0, 0080007998000Z0, 0080007999000Z0 and 0080007997000Z0 all in Ward No. 8 (New ward No. 9) of Ranchi Municipal Corporation, Ranchi and more particularly described in Sl. No.1 of the "FIRST SCHEDULE" herein below mentioned and as also hereunder; AND

Details of land

Sl. No.	Name of the Landowner	R.S. Plot No.	Khata No.	Area in Acre	Purchased vide Deed of Sale
1.	Land Owner No.1	841 (Portion)	50	0.46	dated 25.10.2019 being Document No.2019/ RAN/ 8445/BK1/7482 in Book No.1, Volume No.961 from page Nos. 1 to 278 at office of S.R.O., Ranchi.

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2.	Land Owner No.1	836 (Portion)	56	0.04	dated 09.07.2020 being Document No.2020/RAN/3815/BK1/3516 in Book No.BK 1, Volume No. 485 from page Nos. 1 to 138 at office of S.R.O., Ranchi.
3.	(i) Land Owner No.2	835 (Portion)	50	0.02	dated 25.10.2019 being Document No.2019/ RAN/8444/BK1/7481 in Book No.BK1, Volume No.960 from page Nos. 301 to 584 at office of S.R.O., Ranchi.
	(ii) Land Owner No.3				
	(iii) Land Owner No.4 co-jointly	841 (Portion)	50	0.39	
		839 (Portion)	27	0.03	(Total 0.44)
4.	Land owner No.4	836 (Portion)	56	0.06	dated 09.07.2020 vide Document No.2020/ RAN/3816/BK1/3517 in Book No.BK1, Volume No. 485 from page Nos. 139 to 270 at office of S.R.O., Ranchi.

TOTAL AREA : 1.00 (One Acre)

AND WHEREAS land of the aforesaid Plots was once owned and possessed by Ranchi Zamindari Ltd., later on known as M/s Ranchi

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Enterprises and Properties Ltd., who acquired the said land by virtue of Registered Settlement Deed being :-

- (i) No.1587 for the year 1941 dated 20.03.1941 of the office of the District Sub Registrar, Ranchi executed by the then Khewatdars Ashfand Eaar Khan and Mohammad Islam Khan, both sons of Akhtar Khan;
- (ii) No. 2041 for the year 1941 dated 07.04.1941 of the office of the District Sub Registrar, Ranchi executed by the then Khewatdars Mohammad Mir Khan, Heyat Mir Khan and Mansubdar Khan all sons of Alizan Khan, and Wazir Khan, son of Nabizan Khan, Karim Khan, son of Nabab Khan, Mosmtt. Jainab Bibi, Mosmtt. Shera Bibi and Mosmtt Heyatan Bibi, all daughters of Navijan Khan ;
- (iii) No. 2462 for the year 1941 dated 03.05.1941 of the office of the District Sub Registrar, Ranchi executed by the then Khewatdars, namely Mosmtt. Masihan Bibi, Anwar Khan, Mosmtt. Bibi Bashiran (for self and on behalf of minor children Md. Yusuf Khan, Md. Yasir Khan, Asmat Bibi and Hasina Bibi) and Md. Rafique Khan ; and
- (iv) No. 3008 for the year 1941 dated 05.06.1941 of the office of the District sub Registrar, Ranchi executed by the then Khewatdars Amiruddin Khan, Mosmtt. Bibi Walihan, Kamaruddin Khan, Mosmtt. Umaro Bibi, Mosmtt. Mariam Bibi, Mosmtt. Bajdan Bibi, Mosmtt. Wahidan Bibi for self and for her minor daughter Mujeran Bibi ;

AND WHEREAS the said Ranchi Enterprises and Properties Ltd. in its turn, sold and transfer 1.00 (one) acre of land out of and from their purchased land as detailed above to the Landowners for valuable consideration and put each of them as khas, effective and exclusive possession of the said vended land as absolute owner(s) thereof ;

AND WHEREAS the name of the Landowner No.1 has been mutated in the Sherista of the State in Mutation Case No.2039 R 27 of 2019-20

(concerning 46 Decimal of the aforesaid land) and No.569 R 27 of 2020-21 (concerning 04 decimal of the aforesaid land) by the order passed by the Circle Officer, Bargain, Ranchi and he is paying rent to the State in his own name and in his own right, title, interest and possession and in turn, the State is going on to grant rent receipt to him; AND

WHEREAS the name of the Landowner Nos. 2, 3 and 4 have been mutated in the Sherista of the State in Mutation Case No.2412 R 27 of 2019-20 (concerning 44 decimals of the aforesaid land) and name of the Land owner No. 4 has been mutated in Mutation Case No. 568 R 27 of 2020 – 21 (concerning 6 decimal of the aforesaid land) both by order passed by the Circle Officer, Bargain, Ranchi and them/she are/is paying rent to the State in their/her own names/name and in their/her own title, interest, rights and possession and in turn, the State is going on to grant rent receipts to them/her ; AND

WHEREAS the LANDOWNERS are in exclusive possession of their respective land with absolute right, title and interest and the same is free from all encumbrances, debts, liens, charges or attachment and is in marketable condition and they have themselves good rights, full power and absolute authority having perfect to transfer whole or part of the property, which has been morefully described in "SCHEDULE-A" hereunder written; AND

WHEREAS the said "SCHEDULE-A" property was capable of being developed in modern taste and design and by undertaking construction of lucrative, attractive new multi-storeyed residential building(s) /apartments complexes thereon by utilizing maximum available F.A.R. and Floor Space Index of the land ; AND

WHEREAS the aforesaid lands of LANDOWNERS are abutting to and adjacent to each other and therefore, the said lands were merged/ amalgamated with each other by forming one block /chunk of land and the

VENDOR approached to PROMOTER for the development of the said amalgamated chunk of land and thereafter the VENDORS on 15th Jan 2021 entered in to a Development Agreement with the PROMOTER herein and a REGISTERED Agreement for Development dated 17th February,2022 and executed by and between the LANDOWNERS and the PROMOTER/DEVELOPER (VENDOR herein), duly registered at the office of the District sub Registrar, Ranchi vide Document No. 2022/RAN/1241/BK1/1089 dated 23.02.2022 for the year 2022, entered in Book No.BK1 , Volume No. 139 at pages from 221 to 370: AND

WHEREAS by the said Development Agreement the VENDORS have appointed and authorized the PROMOTER for construction of the multistoreyed building on the "Schedule-A: Land on conversion-cum-ownership basis: AND

WHEREAS the PROMOTER (in the name of LANDOWNERS) has secured building plans, duly sanctioned by Ranchi Municipal Corporation, Ranchi in Building Plan Case No. RMC/GH/0628/ W09/2021 for construction of multi-storeyed apartments complexes in the name of VENDOR thereon in accordance with the said approved building plans ; AND

WHEREAS the PROMOTER in accordance with the approved Building Plans has constructed a multi-storeyed residential complex, which is spanning over two Blocks, "Block - I" and "Block - II" which are named as GANPATI SOLITAIRE. respectively and each Blocks has residential apartments of various sizes and common areas such as staircases, lobbies, parking spaces /parking slots and other facilities. For the purpose of identification the said "SCHEDULE-A" land togetherwith multi-storeyed complexes (in all blocks), i.e., the entire "SCHEDULE-A" property have been named as "GANPATI SOLITAIRE"; AND


WHEREAS the said residential apartment complexes “GANPATI SOLITAIRE” in the Schedule- “A” land is under construction and construction is going on as per the sanctioned /approved plan ;AND

WHEREAS the said project of “SHRI GANPATI ESTATE” is duly registered with the Real Estate Regulatory Authority, Jharkhand, Ranchi in terms of Section 3 of the Real Estate (Regulation and Development) Act, 2016 vide Registration No. JRERA/PROJECT/..... dated ; AND

WHEREAS in terms of the aforesaid Agreement For Development, several residential units, car parking spaces, pro-rata share in common areas and proportionate share in land attributed to each residential unit are the allocation of the DEVELOPER/PROMOTER/CONFIRMING PARTY on conversion-cum-ownership basis as inherent, and recorded in the said Agreement For Development, which has duly been specified and earmarked in the aforesaid Agreement For Development dated 17th February,2022, registered on 23.02.2022. These presents relates to the allocation of the DEVELOPER/PROMOTER and the DEVELOPER/PROMOTER has the sole and exclusive right to allot /sell /transfer its allocation and to receive sale price thereof and as such the DEVELOPER/PROMOTER is executing these presents in the capacity of CONFIRMING PARTY and in order to secure the interest of the PURCHASER/ALLOTTEE, the LANDOWNERS have also joined in these presents as VENDORS in order to certify genuineness of the above factum ; AND

WHEREAS by Agreement for Sale dated the PROMOTER has agreed to allot or sell to the PURCHASER and the PURCHASER has agreed to purchase a residential unit, i.e. Flat No. on floor having **super built-up area sq.ft., carpet area sq.ft.** (according to RERA) and one car parking space with the right to

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hold, own, possess and enjoy the same in apartments complexes "GANPATI SOLITAIRE" and more particularly described in "SCHEDULE-B" hereunder written alongwith prorata undivided share and interest in common areas in order to enjoy common amenities and common facilities and also togetherwith proportionate, joint, undivided share and interest in the SCHEDULE-"A" land (which comes to Sq. ft.) attributed to the said residential unit (flat) and more particularly described in "SCHEDULE-C" hereunder written. In terms of the said Agreement For Sale dated coupled with the provisions laid down in the Real Estate (Regulations and Development) Act, 2016, the said "SCHEDULE- C" property is required to transfer to and in favour of the society /association of the Purchaser but the same could not be formed as yet and therefore, the "Schedule - C" property is presently conveyed to the PURCHASER but later on the same will vest in the society /association; AND

WHEREAS PURCHASER approached to the PROMOTER and prior to entering into the said Agreement for Sale, the PURCHASER have gone through all title deeds concerning the "SCHEDULE - A" property and also has seen the workmanship of the apartment and material being used therein and after being satisfied in all aspects and getting the title deeds scrutinized at his own sources, has agreed to purchase the said "SCHEDULE- B" property and now the PURCHASER undertakes that he will not administer any further demand for paper regarding title of the "SCHEDULE -A" property nor put forth any claim in future regarding the title and workmanship; AND

WHEREAS towards sale and purchase of the said SCHEDULE-B and SCHEDULE-C property, the PURCHASER(S) has /have paid the entire sum price of Rs. (Rupees only) to the PROMOTER herein ; AND

WHEREAS the CONFIRMING PARTY and the VENDORS/ LANDOWNERS undertake to form a Society /Co-operative Society /Company, in due course with object to adhere to the objects and duties as mandate by law and as also in compliance with the provisions laid down in the Jharkhand Apartment (Flat) Ownership Act, 2011 and the Real Estate (Regulation and Development) Act, 2016; AND

WHEREAS the PURCHASER is willing to and desirous of getting the said "SCHEDULE - B" property registered in his name in the present state after going through the "SCHEDULE - B" property and expressed his willingness before the PROMOTER for execution and registration of Deed of Conveyance in respect of the "SCHEDULE-B" property in his favour. The PURCHASER has also agreed to indemnify and hereby keep indemnified the CONFIRMING PARTY/ PROMOTER against any demand, claim concerning registration of Deed in respect of the "SCHEDULE - B" property in the present stage in future or at any time hereinafter since the Deed of Conveyance would be executed and registered at the behest of the PURCHASER; AND

WHEREAS the PROMOTER has acceded to the request of the PURCHASER and at the request of the PURCHASER(S) and in terms of the said Agreement for Sale dated coupled with the aforestated Agreement For Development, the Vendors and the PROMOTER (who have joined as Confirming Party) are executing these presents in favour of the PURCHASER(S) in respect of the "SCHEDULE- B" property as well as "SCHEDULE - C" property at the behest of the PURCHASER(S), hence these presents; AND

WHEREAS the PURCHASERS hereby agrees and undertakes to pay proportionate share of the cost, charges and expenses for working, maintenance, upkeep, repairs, replacement of common parts and common

facilities including proportionate share of Municipal and property tax and other taxes and levies related to or connected to the said building and landed property. As soon as the PURCHASERS takes possession of the said Flat Property, the PURCHASER will start to pay the proportionate share of cost for maintenance to the PROMOTER till the formation of the Association ; AND

WHEREAS the common expenses are to be borne by the PURCHASERS and cost of construction has been paid by the PURCHASERS to the PROMOTER as specified and confirmed by the PROMOTER.

FOR the purpose of these presents or present conveyance, no additional or separate consideration has been taken or paid either to the VENDORS/ LANDOWNERS or to the CONFIRMING PARTY save and except the aforestated sale price of **Rs. (Rupees**
..... only), already received by the PROMOTER / DEVELOPER under the said agreement for Sale.

NOW, THEREFORE, THIS DEED OF SALE WITNESSTH that pursuant to foregoing and further in pursuance of the said Agreement For Sale dated entered into with the PURCHASER(S) (terms and conditions whereof shall mutatis and mutandis apply to these presents) and in consideration of entire sale consideration of **Rs. (Rupees**
..... only) paid by the PURCHASER to the PROMOTER on or before execution of these presents in the manner set out in the Memo of Consideration mentioned herein below, being the full consideration money agreed to be paid as aforesaid (the receipt whereof the PROMOTER doth hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the PURCHASER) the VENDORS and the PROMOTER at the request of the PURCHASER(S)

do hereby indefeasibly transfer and convey by way of sale and assure TO AND UNTO the PURCHASER all that "SCHEDULE-B" property with the rights to enjoy common amenities and common facilities alongwith other co-owners or co-occupiers as inherent in multi-storeyed apartments complexes and as also all that piece and parcel of the land and more particularly described in the "SCHEDULE-C" hereunder written TO HAVE AND TO HOLD the said "SCHEDULE-B" and the "SCHEDULE - C" property hereby conveyed and sold and transferred UNTO AND TO the PURCHASER as owner thereof.

(A) AND the VENDORS/LANDOWNERS and the PROMOTER covenant with the PURCHASER as follows:-

1. The PURCHASER(S) has /have been placed in possession of the "SCHEDULE - B" apartment /flat and parking space. The VENDOR doth hereby confirm the above factum.
2. The VENDORS/LANDOWNERS and the PROMOTER on execution hereof have delivered the possession of the "SCHEDULE-C" property to the PURCHASER(S) by placing the PURCHASER(S) in undivided possession of the "SCHEDULE-A" land as one of the co-owner.
3. The sale of the "SCHEDULE-C" property is enable the PURCHASER to enjoy pro-rata share in the common areas and also undivided joint share in the land attributed to the residential unit/flat but the "SCHEDULE-C" property will be vested in the society/co-operative society /company of the apartment's owner as per mandate of law. The PURCHASER shall not be entitled to seek partition or separate possession of the pro-rata/undivided share in the "SCHEDULE -A" property nor shall raise demand for conveyance of the same in his /her name in future.

4. The common facilities and amenities are for the benefit of the apartment owners of "GANPATI SOLITAIRE.". The owners / occupants of the flats /apartment are permitted to use and enjoy the said facilities by paying the maintenance charges and other fees as may be prescribed by the Apartment Owners Association /Society /Co-operative Society / Company.
5. The VENDORS and the PROMOTER being absolutely seized and possessed of the "SCHEDULE-A" property have the power to convey the "SCHEDULE-B" and "SCHEDULE-C" property hereby conveyed and that there is no impediment for this sale under any law, order, decree or contract. And by virtue of this Deed the PURCHASER has become the absolute owner of the "SCHEDULE-B" property. The Purchaser will be liable to pay maintenance charges from today to the Association / Society /Co-operative Society /Company or to the DEVELOPER till formation of the association in due course.
6. The Purchaser shall enter into the flat of the "SCHEDULE-B" property, hold own and enjoy the "SCHEDULE-B" property as absolute owner (subject to the obligation to be performed by the PURCHASER as contained in these presents) and shall be entitled to all rents and profits receivable therefrom without any interruption or disturbance by the DEVELOPER /PROMOTER and /or LANDOWNERS or any person claiming through, under or in trust for them and without any unlawful disturbance or interruption by any other person whomsoever.
7. The property hereby conveyed is not subject to any encumbrance, arrears of taxes, other dues, claims and /or demands whatsoever either made by the PROMOTER and/or the LANDOWNERS or any

other person/s, court attachments or acquisition proceedings or charges of any kind, decree/s, litigation, liabilities, disputes, lien, mortgage, etc.

8. The PROMOTER and /or the LANDOWNERS/VENDORS will do and execute all such acts, deeds and things as may be required by the PURCHASER and at the cost of the PURCHASER(S), for more fully and perfectly assuring the title of the PURCHASER(S) to the property hereby conveyed.
9. The VENDOR/LANDOWNERS and the PROMOTER hereby assure that the PURCHASER (S) is /are entitled to possess, hold and enjoy the flat of the "SCHEDULE-B" property by getting the same entered in his/her/their name in the office of Ranchi Municipal Corporation/concerned revenue records on the basis of this Sale Deed and by paying taxes thereof.
10. The PURCHASER(S) shall have right to use alongwith other owners of Apartments all the common facilities provided therein on payment of such sums as may be prescribed from time to time by the Owners Association of apartment owners /Society /Co-operative Society / Company or to the DEVELOPER till formation of Association etc.
11. The PURCHASER(S) shall have the right to use and enjoy the common areas and facilities in "GANPATI SOLITAIRE" in accordance with the purpose for which they are intended for without endangering or encroaching the lawful rights of other owners.
12. The PURCHASER(S) shall have right to make use of all the common road and passages provided in the "SCHEDULE-A" property to reach the "SCHEDULE-B" Apartment without causing any obstruction for free movement therein.

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13. The PURCHASER(S) shall not alter or subscribe to the alteration of the name of the apartment complexes "GANPATI SOLITAIRE" and /or its Blocks "BLOCK -I" and "BLOCK - II".
 14. The PURCHASER(S) shall submit the "SCHEDULE-B" Apartment to the provisions of the Jharkhand Apartment (Flat) Ownership Act, 2011 and /or any modification, amendment, substitution thereof.
 15. The PURCHASER(S) shall hold, own and enjoy the "SCHEDULE-B" property subject to the obligations imposed on him as detailed in covenant Clause (B) hereunder.
 16. In case of any natural calamity or destruction of the multi-storeyed building/apartment complex(es), the building may be reconstructed jointly by the co-owners of the concerned building, the co-owners shall pay and contribute proportionate cost of his /her /their share in the building in his/her/their occupation for such re-construction of the multi-storeyed building if any, arises in future.
- (B) The PURCHASER(S) for himself with intention to bring all persons unto whomsoever hand the "SCHEDULE-B" property may come, doth hereby covenant with the VENDOR /DEVELOPER and the VENDORS/LANDOWNERS as follows :-
- The PURCHASER(S) agrees and undertakes and promises the following obligations and /or restrictions:-
- (i) The PURCHASER(S) shall -
 - (a) Not to raise any construction or demolish or remove the walls inside the "SCHEDULE-B" apartment and or cover the open balconies with grills or otherwise, without the written consent from the DEVELOPER /PROMOTER.
 - (b) Not to use or permit the use of the "SCHEDULE-B" Apartment in such manner which would diminish the value

- of the utility in the property described in the "SCHEDULE-A".
- (c) Not to use the space in the land described in the "SCHEDULE-A" property for parking any vehicles or to use the same in any manner which might cause hindrances to or obstruct the movement of vehicles parked in the parking slots /spaces or for users of properties.
 - (d) Not to default in payment of any taxes or government levies to be shared by all the apartment owners of the property described in the "SCHEDULE-A".
 - (e) Not to decorate the exterior part of the "SCHEDULE-B" Apartment otherwise than in the manner agreed to by at least two third majority of the owners of the apartment building on the land described under the "SCHEDULE-A".
 - (f) Not to make any arrangements for maintenance of the building and for ensuring common amenities herein for the benefit of all concerned other than that agreed to by the Developer /Association /Society /Co-operative Society /Company/ Confirming Party.
 - (g) Not to use the "SCHEDULE-B" property as a transit apartment or service apartment, and shall not be let out /permit to use the same on daily /weekly /fortnightly basis.
 - (h) Not to use the "SCHEDULE-B" property for training any skill or act or occupation or conduct any teaching classes.
 - (i) The PURCHASER(S) will become and continues to be a Member and /or shall become of the Owners' Association /Society / Co-operative Society /Company to be formed in future amongst the owners of apartment in "GANPATI