

## CONVEYANCE SALE DEED

This Deed of Sale is made on    Day of January, 2022.

By

JAGAVANTI ENTERPRISES PRIVATE LIMITED, PAN AAECJ2064Q, a Company incorporated under the Companies Act, 2013, (18 of 2013), being Incorporation Number U37100JH 2018 PTCO11152 registered and incorporated at Ranchi, dated 17.03.2018. , having its Registered Office at Shop No. 205, Mahavir Trade Centre, Near Teacher Training More, Gamharia, District- Seraikella Kharsawan, State of Jharkhand, Represented through its Director, Shri Ritesh Kumar Shukla, Son of Shri Jitendra Kumar Shukla, and other by Religion Hindu, by Caste General, by Occupation Business, by Nationality Indian, R/o M.I.G. 64, P.S. R.I.T. , Adityapur 2, P.O. Adityapur, District- Seraikella Kharsawan, State of Jharkhand, Pin- 831013 which is the duly constituted Power of Attorney Holder of Raj Kishore Gupta ( UID NO:- 2195 0279 4979 ), Rajendra Gupta (UID NO:- 9655 3608 1475 ), Rajesh Gupta ( UID NO:- 8344 8504 2397 ) and Sanjay Kumar Gupta ( 4934 8981 3413 ) all S/o Late Raghunath Prasad, all by Occupation Business, all by faith Hindu, by Caste Baniya, by Nationality Indian, R/o House No. 5, Gurudwara Basti, Road No. 01, P.O. & P.S. Bistupur, Town- Jamshedpur, District- East Singhbhum hereinafter called the LAND OWNER/ BUILDER/DEVELOPER/ VENDOR (which expression unless repugnant to the context or meaning thereof shall mean and include its legal heirs, administrators, executors and assigns)

  
Director

of the FIRST PART. Aadhar No.

, PAN

In favour of

....., W/o Sri  
....., by Occupation:-....., by faith-  
Hindu, by Caste - ,Residing at  
..... hereinafter called the  
PURCHASER / VENDEE (which expression unless repugnant  
to the context or meaning thereof shall mean and include their  
legal heirs, executors, administrators and assigns) of the  
OTHER PART, Aadhar No. ...., PAN -  
.....

Whereas Raj Kishore Gupta ( UID NO:- 2195 0279 4979 ),  
Rajendra Gupta (UID NO:- 9655 3608 1475 ), Rajesh Gupta ( UID NO:- 8344 8504 2397 ) and Sanjay Kumar Gupta ( 4934 8981 3413 ) all S/o Late Raghunath Prasad represented through JAGAVANTI ENTERPRISES PRIVATE LIMITED PAN AAECJ2064Q, a Company incorporated under the Companies Act, 2013, (18 of 2013), being Incorporation Number U37 100JH 2018 PTCO11152 registered and incorporated at Ranchi, dated 17.03.2018., having its Registered Office at Shop No. 205, Mahavir Trade Centre, Near Teacher Training More, Gamharia, District- Seraikella Kharsawan, State of Jharkhand, Represented through its Director, Shri Ritesh Kumar Shukla, Son of Shri Jitendra Kumar Shukla, and other by Religion Hindu, by Caste General, by Occupation Business, by Nationality Indian, R/o M.I.G. 64, P.S. R.I.T. , Adityapur 2, P.O. Adityapur, District- Seraikella Kharsawan, State of Jharkhand, Pin- 831013 are the absolute owners of all that piece and

parcel of land measuring 48 Decimals situated at mouza Dindli, bearing khata no. 228 (Old) corresponding to 176 (New), plot no. 1112,1113,1137, (old) corresponding to 1325 A, B (New), Ward No. 5 (Old) corresponding to 14 (New), Thana No. 128, P.O. & P.S. Adityapur, District Seraikela Kharsawan which is more fully described in Schedule A to this Deed.

The owners of the said plot of land are the sons of the recorded tenant, being Late Raghunath Prasad Gupta alias Raghunath Prasad, S/o Late Shyam Lal Sah, who had acquired right, title and interest over the SAID LAND in terms of the compromise decree signed by the Ld Munsiff in Title Suit No. 164 of 1962 on 10.09.1963, which was instituted by aforesaid Late Raghunath Prasad Gupta alias Raghunath Prasad. And since thereafter, the aforesaid Late Raghunath Prasad Gupta alias Raghunath Prasad has continued to exercise all lawful right, title and interest over the SAID LAND and enjoyed the peaceful continued possession over the same. The said Raghunath Prasad Gupta got his name mutated with respect to the SAID LAND in Government Revenue Records *vide* mutation case no. 567/1965-66 and thereafter has continued to exercise right, title and interest over the Said Land. The right, title and interest of the aforesaid Late Raghunath Prasad Gupta alias Raghunath Prasad was challenged in Title Suit No 5 of 1995 by Dindli Navjuak Samittee and Others, which was dismissed upon contest by a judgement delivered by the Court of Additional Munsiff at Seraikela. Thereafter the right, title and interest of the aforesaid Late Raghunath Prasad Gupta alias Raghunath Prasad was again challenged by in TS No. 15 of 2005 by one Sri Puitu Mahato, who incidentally was also a

party in the aforesaid compromise decree dated 10.09.1963 drawn in terms of TS No. 164 of 1962. The said title suit TS No. 15 of 2005 was dismissed on 18.06.2007, which was challenged by the plaintiff in Title Appeal No. 11 of 2007, which was again dismissed on 19.06.2013. Finally, the plaintiff challenged the judgement dated 19.06.2013 before the Hon'ble Jharkhand High Court in Second Appeal No. 171 of 2013. The aforesaid Second Appeal No. 171 of 2013 was dismissed on contest on 14.08.2018 by an order passed by the Hon'ble Justice Mr Rajesh Kumar, Hon'ble Jharkhand High Court. The Raj Kishore Gupta ( UID NO:- 2195 0279 4979 ), Rajendra Gupta (UID NO:- 9655 3608 1475 ), Rajesh Gupta ( UID NO:- 8344 8504 2397 ) and Sanjay Kumar Gupta ( 4934 8981 3413 ) got their names mutated in the revenue records with respect to the SAID LAND vide Mutation Case No. 1031/R27 2019-2020 and the same has also been recorded in Volume No. 13, page no. 39 in the Register II of Anchal Adhikari Gamharia. The said order passed in Mutation Case No. 1031/R27 2019-2020 was challenged in Mutation Appeal No. 02/2019-2020 before the Court of L.R.D.C. at Seraikella which was also dismissed on contest by the Court of L.R.D.C. at Seraikella.

The Raj Kishore Gupta ( UID NO:- 2195 0279 4979 ), Rajendra Gupta (UID NO:- 9655 3608 1475 ), Rajesh Gupta ( UID NO:- 8344 8504 2397 ) and Sanjay Kumar Gupta ( 4934 8981 3413 ) all S/o Late Raghunath Prasad and JAGAVANTI ENTERPRISES PRIVATE LIMITED PAN AAECJ2064Q, a Company incorporated under the Companies Act, 2013, (18 of 2013), being Incorporation Number U37 100JH 2018 PTCO11152 registered and incorporated at Ranchi, dated 17.03.2018., having its

Registered Office at Shop No. 205, Mahavir Trade Centre, Near Teacher Training More, Gamharia, District- Seraikella Kharsawan, State of Jharkhand, Represented through its Director, Shri Ritesh Kumar Shukla, Son of Shri Jitendra Kumar Shukla, and other by Religion Hindu, by Caste General, by Occupation Business, by Nationality Indian, R/o M.I.G. 64, P.S. R.I.T. , Adityapur 2, P.O. Adityapur, District- Seraikella Kharsawan, State of Jharkhand, Pin- 831013 have entered into a Registered Development Agreement bearing No. 2019/SAR/3036/BK1/2889 dated 07.09.2019. at the office of the District Sub-Registrar, Saraikella Kharsawan for the development of the LAND described in the succeeding paragraph by constructing multi-storeyed buildings consisting of several Apartments over it.

The Raj Kishore Gupta ( UID NO:- 2195 0279 4979 ), Rajendra Gupta (UID NO:- 9655 3608 1475 ), Rajesh Gupta ( UID NO:- 8344 8504 2397 ) and Sanjay Kumar Gupta ( 4934 8981 3413 ) all S/o Late Raghunath Prasad and JAGAVANTI ENTERPRISES PRIVATE LIMITED PAN AAECJ2064Q, a Company incorporated under the Companies Act, 2013, (18 of 2013), being Incorporation Number U37 100JH 2018 PTCO11152 registered and incorporated at Ranchi, dated 17.03.2018., having its Registered Office at Shop No. 205, Mahavir Trade Centre, Near Teacher Training More, Gamharia, District- Seraikella Kharsawan, State of Jharkhand, Represented through its Director, Shri Ritesh Kumar Shukla, Son of Shri Jitendra Kumar Shukla, and other by Religion Hindu, by Caste General, by Occupation Business, by Nationality Indian, R/o M.I.G. 64, P.S. R.I.T. , Adityapur 2, P.O. Adityapur, District- Seraikella

Kharsawan, State of Jharkhand, Pin- 831013 have also executed a Registered General Power Attorney bearing No. 2019/SAR/3038/BKIV/148 dated 07/09/2019 at District Sub-Registry Office at Seraikella Kharsawan in favour of M/s. Jagawanti Enterprises Pvt. Ltd. being represented by its Director Shri Ritesh Kumar Shukla, S/o Shri Jitendra Kumar Shukla, or any of its Directors or authorised representatives authorising them to enter into agreements for sale and execute, present and register Sale Deeds and do several other acts in relation to the Schedule A Land.

And whereas after execution of the above stated Registered Development Agreement , seller is developing and constructing Apartment building/Flats over the land named "J.J. ENCLAVE"

And Whereas Plan for construction of Apartment Building has been approved by the competent authority i.e. Municipal Commissioner, Adityapur Municipal Corporation dated 07/08/2020 bearing No. AMC/BP/0017/W05/2020.

And whereas Apartment Building of Basement Floor (Parking) + Ground +4 storied building has been constructed over the above described land.

And whereas the purchaser above named approached the Seller/ Builder and expressed her desire to purchase a Flat along with car parking space at Lower Ground Floor, morefully described in SCHEDULE 'B' hereto and the Seller agreed to sell the flat to the Purchaser.

**NOW THIS SALE DEED WITNESSETH AS FOLLOWS:**

1. That total consideration amount of the Sale Deed is  
 ..... /  
 -  
 (.....). Out  
 of the total  
 .....) and cost of .....sq. ft  
 (approx) undivided proportionate share in  
 Schedule 'A' land Rs./ .....  
 ( .....) totaling  
 Rs. .... /  
 -  
 ( .....) being paid by the  
 purchaser to the Builder as detailed below. The vendor  
 does hereby absolutely and forever sell, convey, transfer  
 and deliver all the flat premises morefully described in  
 Schedule 'B', in favour of the Purchaser by this deed of  
 sale to have and to hold the same unto the Purchaser  
 their heirs, successors without any interruption from the  
 side of the Vendor/Builder.

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2. That the seller hereby covenant with the purchasers that the seller is owner of Schedule -'A' land and floor area sold herein and the same is in no manner encumbrances by way of mortgage etc. and the purchaser has inspected all the documents regarding the title of property and quality of construction /size and after being fully satisfied with the same has therefore purchased the same.
3. That the purchaser will use common areas by sharing with other occupants of the said Apartment Building. The common area means entrance lobby, lift shaft, plumbing duct, common corridors and passages, common passage for car parking and staircase and set-back area of the Building. Carpet area means the net usable floor area of the flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
4. That the Purchaser specifically agree(s) to pay directly or if paid by the seller then reimburse to the seller on demand all Government charges, levies, any other charges, fees, taxes, etc. presently applicable or livable in future on the said land and/or the said complex or the said flat.
5. That the purchasers shall bear the cost towards the maintenance charges and also pay other charges towards the watchman, sweeper and under other heads like municipality charges, sewerage, cleaning etc.

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6. That the Purchasers further agrees that the reserved parking space(s) allotted to them for exclusive use shall be understood to be together with the said flat and the same shall not have independent legal entity detached from the said Flat. The Purchaser undertakes to park her vehicle in the parking space allotted to her and not anywhere else in the said land.
- 7.a) The purchaser agrees to become a member of co-operative Housing Society of Association of Purchasers to be formed by all the Flat Owners of .....  
.....
- b) The buyers hereby agrees to observe and perform all rules and regulations which the said Co-Operative Housing Society's of Associations may adopt at its inception and from time to time and at all times for protection, maintenance, of the building/ Apartment, municipal by-laws and regulations in force.
8. That the Purchaser shall not at any time demolish the said Flat or any part thereof, nor will at any time make or cause to be made any additions or alterations of whatever nature to the said Flat or any part thereof which may affect the other flat or common areas. The Purchaser shall not change the common colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design save in accordance with the General Schedule there of as is or may be specified by the Society or Association of Buyers.

9. That the said Building shall be known as ..... and this name shall never be changed by the flat Purchaser or anybody else.
10. Purchaser will have full right to sell, let out, transfer the scheduled property conveyed by this Deed.
11. The Purchaser has undertaken to:-
  - a) Not to throw or store any thing in common areas, not to make noise or cause any nuisance which may cause annoyance to the co-purchasers and /or occupants of other portions of the complex.
  - b) Not to claim any partition or sub-division of the said premises and not to make any partition of the unit in smaller sizes or making separate independent portion of the said unit.
  - c) Not to claim any use of common areas or otherwise ever in respect of the terrace/roof of any nature whatsoever and the said terrace/roof shall always be at the exclusive disposal of the owners/seller as owned

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exclusively and absolute property with right of making further construction thereon.

- d) That before execution of this registered Sale Deed the purchaser has fully satisfied herself about the completion of construction work of his Flat and building, about the construction material used in the construction of the said flat/apartment/ Building, about the open area/ setback provided around the apartment building & the actual area of land in possession over which the Apartment Building has been constructed and after satisfying herself about all these matter, the purchaser has agreed to get the Sale Deed executed in her favour.

The purchaser will have no claim/ complaint whatsoever regarding construction of flat and amenities provided in the flat and apartment building regarding open spaces/ setback provided by the seller.

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**SCHEDULE - 'A'**

All that piece and parcel of land measuring 48 Decimals situated at mouza Dindli, bearing khata no. 228 (Old) corresponding to 176 (New), plot no. 1112,1113,1137, (old) corresponding to 1325 A, B (New), Ward No. 5 (Old) corresponding to 14 (New), Thana No. 128, P.O. & P.S. Adityapur, District Seraikela Kharsawan.

The land bounded as follows:-

North : .....

South : .....

East : .....

West : .....

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West : .....

**SCHEDULE - 'B'**

One ownership flat bearing Flat No..... in the Building known as. J.J. ENCLAVE measuring Carpet Area .....sq. ft. ( .....square feet) together with undivided proportionate share in Schedule 'A' Land measuring ..... sq. ft. (Approx). The Lower Ground Floor space will be reserved for car parking spaces suitable for parking of.....

Location of Flat : .....

Floor no. : .....

North : .....

South : .....

East : .....

West : .....

This is to certify that this land do not belong to Government Land, Forest Land and is out of Government Acquired Land. Certified that contents of this sale deed have been read over by the vendors, confirming party, and explained in Hindi to them who having fully understood the same have executed the deed voluntarily and freely and whose signature and thumb impression are hereby attested.

Drafted by..... (At Seraikella Kharsawan)

JAGAVANTI ENTERPRISES PVT. LTD.

  
Director.

Witness :

FIRST PARTY:-

SECOND PARTY:-

JAGAVANTI ENTERPRISES PVT. LTD.



Director.

In the presence of the above stated Witnesses the Parties have put their signature, left hand finger impressions after going through the contents of this Sale Deed.

Advocate

JAGAVANTI ENTERPRISES PVT. LTD.

Director.