

THIS INDENTURE OF ABSOLUTE DEED OF SALE is made on this the day of in the year 2024 of the Christian Era at Ranchi;

BETWEEN

M/s PRARTHANA ESTATES PRIVATE LIMITED, a company incorporated under (CIN No. U51109JH2006PTC012452) the provisions of the Indian Companies Act' 1956, having its registered office situated at 601, 6th Floor, Modi Heights Phase-2, Opposite Akashwani, Ratu Road, Police Station Sukhdeo Nagar, District Ranchi in the State of Jharkhand, Pin Code - 834001, represented through its one of the Director **Mr. RAHUL MODI** son of Sri Ravindra Modi, by faith & religion Hindu, by caste General [Not belongs to SC, ST & BC mentioned in provision of CNT Act' 1908 under section 46(6)], by occupation

Business, resident of Flat No. 403, 4th Floor, Nandan Kanan, Lake Avenue, Kanke Road, Police Station Gonda, District Ranchi in the State of Jharkhand, an Indian Citizen, being Registered Development Agreement Document/Deed No., dated day of, 20....., which is registered & entered in Book No. BK1, Volume No., Page Nos. to for the year 20..... at the office of the SRO-Rural, Ranchi; hereinafter referred to as the **“BUILDER/PROMOTER”** of the **FIRST PART**;

PAN No. AAECPO517G [M/s Prarthana Estates Private Limited]

ADDHAAR No. XXXX XXXX 3556 [Rahul Modi]

MOBILE No. 9934300436 [Rahul Modi]

AND

Mrs. wife of, daughter of and granddaughter of, by faith & religion Hindu, by caste General [Not belongs to SC, ST & BC mentioned in provision of CNT Act' 1908 under section 46(6)], by occupation Business, resident of, Police Station, District Ranchi in the State of Jharkhand, an Indian Citizen; hereinafter for the sake of brevity called the **“PURCHASER”** of the **SECOND PART**.

PAN No. [.....]

ADDHAAR No. XXXX XXXX [.....]

MOBILE No. [.....]

The expression **“BUILDER/PROMOTER”**, and **“PURCHASER”** shall unless repugnant to or expressly excluded by the subject or context below mean and include their respective heirs, executors, administrators, successor-in-interest, legal representatives and assigns.

WHEREAS initially the lands under Khata No. 456 of Village Arsande, Police Station Ranchi now Kanke, Revenue Thana No. 159, District Ranchi, has recorded in the name of Gopal Mahto and others as a Raiyati Land in Revisional Survey Records of Rights and Khata No. 253 of Village Arsande, Police Station Ranchi now Kanke, Revenue Thana No. 159, District Ranchi, has recorded in the name of Puran Mahto and others as a Raiyati Land in Revisional Survey Records of Rights;

AND WHEREAS the Schedule landed property along with others properties situated at Village Arsande, Police Station Kanke, Revenue Thana No. 159, District Ranchi was purchased by Mrs. Aleyamma Brocklesby Davis wife of Dr. Robert Brocklesby Davis, form Mrs. C. Hussey, by virtue of Registered Deed of Sale on 03rd day of June' 1968, vide Deed No. 6102, which is registered & entered in Book No. I, Volume No. 44, Page Nos. 130 to 134 for the year 1968 at the office of the District Sub Registrar, Ranchi;

AND WHEREAS after purchased of the aforesaid landed property the said Mrs. Aleyamma Brocklesby Davis had acquired the same with her absolute right, title and interest and came in peaceful possession thereof without any let or hindrance and had mutated her name in the office of Circle Office, Kanke Anchal, Ranchi and was paying revenue rent to the concern authority till her life time;

AND WHEREAS the said Mrs. Aleyamma Brocklesby Davis died on 26th day of September' 2004 leaving behind her two daughters and one son namely (1) Dr. Anna Rachel Brocklesby Davis (2) Dr. Elizabeth Jane Brocklesby Davis, and (3) Mr. Charles Howard Brocklesby Davis respectively, as her legal heirs and successors, they jointly possessed the same with their

perfect right, title and interest, after that they got mutually partitioned of their entire ancestral property orally, which was subsequently recorded by way of MEMORANDUM OF MUTUAL PARTITION on 19th day of September' 2008.

AND WHEREAS on the basis of said amicable family settlement and as per MEMORANDUM OF MUTUAL PARTITION DEED as referred hereinabove SCHEDULE – A property described in the said family settlement as fallen in the share of Mr. Charles Howard Brocklesby Davis, SCHEDULE - B property had fallen in the share of Dr. Anna Rachel Brocklesby Davis, and SCHEDULE - C property has fallen in the share of Dr. Elizabeth Jane Brocklesby Davis;

AND WHEREAS after such partition the legal heirs and successors of deceased Mrs. Aleyamma Brocklesby Davis, came in exclusive possession over the share allotted to each of them as per Memorandum of Mutual Partition on 19th day of September' 2008 having separate ownership, right, title, interest and possession of their respective shares;

AND WHEREAS the aforesaid Dr. Anna Rachel Brocklesby Davis through her Attorney Holder Dr. Elizabeth Jane Brocklesby Davis [vide Power of Attorney Serial/Deed No. 475/67, which is registered and entered in Book No. IV, Volume No. 2, Page Nos. 321 to 336, dated 10th day of January' 2011 at the office of the District Sub Registrar, Ranchi] sold & transferred her respective share measuring an Area 16 Decimals of land concerning Revisional Survey Plot No. 1549, marked as Sub Plot No. 1549/Part under Khata No. 456, and an Area 28 Decimals of land concerning Revisional Survey Plot No. 1554, marked as Sub Plot No. 1554/Part under Khata No. 253, i.e., Total Area 44 Decimals, situated at Village Arsande, Police

Station Kanke, Revenue Thana No. 159, District Ranchi, State Jharkhand, to one Mr. Subash Chand Bothra son of Late Anop Chand Bothra [Land Owner], through registered Deed of Sale on 28th day of December' 2012, vide Deed No. 1927/1780, which is registered & entered in Book No. I, Volume No. 65, Page Nos. 25 to 60 for the year 2012 at the office of the SRO – Rural, Ranchi;

AND WHEREAS the said Dr. Anna Rachel Brocklesby Davis through her Attorney Holder Dr. Elizabeth Jane Brocklesby Davis again sold & transferred her respective share measuring an Area 46 Decimals of land concerning Revisional Survey Plot No. 1548, marked as Sub Plot No. 1548/Part under Khata No. 456, situated at Village Arsande, Police Station Kanke, Revenue Thana No. 159, District Ranchi, State Jharkhand, to one Mr. Subash Chand Bothra son of Late Anop Chand Bothra [present Land Owner], through registered Deed of Sale on the same day dated 28th day of December' 2012, vide Deed No. 1928/1781, which is registered & entered in Book No. I, Volume No. 65, Page Nos. 61 to 104 for the year 2012 at the office of the SRO – Rural, Ranchi;

AND WHEREAS after purchased of the aforesaid property the said Mr. Subash Chand Bothra son of Late Anop Chand Bothra came in peaceful possession over the same with his perfect right, title and interest and he got mutated his name in the office of Circle Office, Kanke Anchal, Ranchi, vide Mutation Case Nos. (1) 214/R27/2014-2015, and (2) 215/R27/2014-15, and he is paying Revenue Rent to the competent authority in his own name;

AND WHEREAS the said Subash Chand Bothra is exercising his perfect rights, title and interest over the property belongs to him which is fully described in the First Schedule below. The said

Subash Chand Bothra is the absolute owner thereof and enjoying the same free from all encumbrances and without any let or hindrance from any corner;

AND WHEREAS the said Subash Chand Bothra being interested to develop the lands morefully described in the First Schedule measuring its total Area 63.50 Decimals and he approached the BUILDER/PROMOTER namely **M/s PRARTHANA ESTATES PRIVATE LIMITED**, a company incorporated under the provision of the Indian Companies Act' 1956, through one of its Director **Mr. RAHUL MODI** son of Sri Ravindra Modi, and requested him to develop the land by constructing Multistoried Commercial cum Residential Building thereon, which is accepted by the BUILDER/PROMOTER;

AND WHEREAS the VENDOR and BUILDER/PROMOTER have entered into a registered Development Agreement for development of the First Scheduled landed property mentioned below on day of’, vide Document/Deed No., which is entered in Book No. BK1, Volume No., Page Nos. to for the year at the office of the SRO - Ranchi;

AND WHEREAS the BUILDER/PROMOTER presented the Map/Plan of the building before the competent authority of Ranchi Regional Development Authority, Ranchi and which was sanctioned by the same vide **B.C. Case No.** order dated and constructed the Commercial cum Residential Building under the name and style of “.....” as per the Development Agreement dated day of’

AND WHEREAS the Shop/Office/Flat/Unit described in the Third Schedule is the exclusive share of the BUILDER/PROMOTER and the BUILDER/PROMOTER is absolute share holder thereof as per the above mentioned registered “Development Agreement” dated day of’;

AND WHEREAS the PURCHASER being satisfied with the Title of the Land Owner, Development Agreement, Map/Plan of the Building and expressed his/her willingness to purchase a Shop/Office/Flat/Unit in the said Commercial cum Residential Building under the name and style of “.....” on the terms and conditions of the Agreement for Sale entered into between the PURCHASER namely and the BUILDER/PROMOTER on day of’ 20...., in respect of the said Shop/Office/Flat/Unit morefully and clearly description is as follows :-

Shop/Office/ Flat/Unit No. : Floor : Floor	Rate of Shop/Office/Flat/Unit per square feet Carpet Area X Rs./- =/- Prop. cost of Common Area X Rs./- =/- Undivided Land Square feet X/- =/-
	TOTAL - Rs. /-

AND WHEREAS the PURCHASER hereinafter has agreed to purchase the Shop/Office/Flat/Unit measuring a total Built-up/Super Built-up Area approximately Square feet on the floor being Shop/Office/Flat/Unit No., along with one

car parking space at Basement/Ground floor marked as P-..... of the “.....” for a total price of Rs./- (Rupees) only, which is hereby paid by the PURCHASER to the BUILDER/PROMOTER;

AND WHEREAS the PURCHASER had already paid full and final consideration amount to the BUILDER/PROMOTER more fully described in the “Memo of Consideration” below.

NOW THIS DEED OF SALE WITNESSETH that on payment of the said sum of Rs./- (Rupees) only, the receipt of which the BUILDER/PROMOTER is hereby acknowledged and thus, hereby transfers and confers absolutely infavour of the PURCHASER namely **Mr./Mrs.**, the said Shop/Office/Flat/Unit mentioned hereinafter fully described in the Third Schedule and delineated herewith annexed to this deed and colored in RED WASH at floor, being Shop/Office No. measuring a total Built-up/Super Built-up Area Square feet more or less at the Commercial cum Residential Building named as “.....”.

The BUILDER/PROMOTER hereby agrees and hereby covenants with the PURCHASER as follows:-

1. That unless it is contrary to the context, the following words will have the following meanings. i.e.
 - (a) Building shall mean the Basement Plus Ground Floor Plus Upper Floors structure (B + G + storied) which the BUILDER/PROMOTER has constructed according to the sanctioned plan of the

Ranchi Regional Development Authority, Ranchi, Jharkhand, in the name & style of “.....”.

- (b) Shop/Office/Flat/Unit shall mean the portion of the building described in the Third Schedule.
 - (c) Common parts shall mean those parts described in the Second Schedule.
 - (d) Common easements in relation to a Shop/Office/Flat/Unit shall mean the easements, quasi-easement, rights, privileges and appurtenances pertaining to such Shop/Office/Flat/Unit for its reasonable enjoyment and occupation more particularly described in schedule.
 - (e) Such reciprocal easements, quasi-easements, obligations and duties of the like nature of the other Shop/Office/Flat/Unit in the said commercial cum residential building or in such, or upon such Shop/Office/Flat/Unit or part thereof, which is accepted and reserved into them more particularly described in the Schedule.
2. That the BUILDER/PROMOTER is the absolute owner/ share holder of the Shop/Office/Flat/Unit hereby sold and more clearly described in the Third Schedule herewith annexed.
 3. That the said Shop/Office/Flat/Unit is hereby transferred to the PURCHASER with all rights and easements and free from all claims and encumbrances, charges and other obligations whatsoever.
 4. That the BUILDER/PROMOTER had delivered vacant

possession of the said Shop/Office/Flat/Unit hereby sold to the PURCHASER.

5. That the PURCHASER has become the full and absolute owner of the said Shop/Office/Flat/Unit sold hereby, by virtue of this deed.
6. That the BUILDER/PROMOTER hereby release and transfer to the PURCHASER, all rights, title and interest in respect of the said Shop/Office/Flat/Unit on the basis of the ownership, having its common stairs, passages and walls in between the BUILDER/PROMOTER and the PURCHASER of the said Shop/Office/Flat/Unit in the said commercial cum residential building and all the other joint ownership incidents thereto.
7. That the BUILDER/PROMOTER declares that there are no arrears or any taxes or any other dues or encumbrances whatsoever of the said Shop/Office/Flat/ Unit hereby sold. That it will be liability of the PURCHASER to pay Service Tax, Sales Tax, VAT, GST and any other Taxes, Duties, Levies, Surcharge etc., levied either by the State Government or by the Central Government or jointly by them previously, currently or in future on full or part of the Shop/Office/Flat/Unit or on the undivided proportionate share of the PURCHASER'S land and the PURCHASER hereby agrees to keep the BUILDER/PROMOTER indemnified against all actions, suits, proceeding, costs, charges and expenses in respect thereof.
8. That the PURCHASER shall not be entitled to the upper most roof right of the building, but he/she can enjoy for the common purpose.

9. That the PURCHASER will be liable for all the charges for internal white washing and maintenance, electrical repairs, water connection repairs which shall be borne by the PURCHASER herein and BUILDER/PROMOTER shall not be made liable for the same.
10. That the PURCHASER will have no right to make any construction, modification or alteration within the Shop/Office/Flat/Unit or the common areas/elevation now being purchased by him/her which in any way proves to be hazardous or dangerous to the entire structure or the common parts of the Shop/Office/Flat/Unit in the event of such construction/modification, alteration the PURCHASER will be solely responsible for the damages caused to the entire structure or the common parts. That in case of any natural calamity and unnatural disaster such as floods, riots, fire or earthquake or destruction of the commercial building in future, the commercial cum residential building may be reconstructed jointly by the co-owners (PURCHASERS) who have and who may thereafter or hereto before have acquired by purchasing different Shop/Office/Flat/Unit in different floors and part thereof, having similar right, title and interest in the land of this commercial building, the co-owners shall pay and contribute the proportionate cost of their share in the building in their occupation for such reconstruction of the building if any arises in future.
11. That the BUILDER/PROMOTER hereby undertakes to execute and do everything necessary, whenever required for further or more perfectly ensuring the ownership and possession of the said Shop/Office/Flat/Unit hereby sold to the PURCHASER.

12. That the PURCHASER agrees not to object or construct any laying of pipes or waters, telephone cable or drainage and electricity or any such items for common use, if so required through or outside the Shop/Office/Flat/Unit hereby being transferred.
13. That PURCHASER hereby agrees that the rights in common of the building as detailed in the schedule together with the common easements shall be in common enjoyment of all the purchasers of the Shop/Office/Flat/Unit and the BUILDER/PROMOTER.
14. That the PURCHASER also agrees that the Shop/Office/Flat/Unit purchased by him/her shall only be used for commercial/residential purposes and that he/she shall maintain a separate electric meter for his/her own consumption and use, the bill for which will be paid by the PURCHASER to the Jharkhand State Electricity Board.
15. That the PURCHASER will henceforth get his/her Shop/Office/Flat/Unit mutated with the Ranchi Regional Development Authority, Ranchi and get the Shop/Office/Flat/Unit assessed for the municipal rent and taxes and then pay it directly and separately to the corporation in his/her own name as well as he/she mutated his/her name in the office of the concern Anchal Office, Ranchi in regards of the undivided proportionate share of land.
16. That the common parts and the common easements shall be kept in good maintenance and repair and kept free of all encroachment and encumbrances by the PURCHASER and the BUILDER/PROMOTER. They will share in the cost with the purchasers of the other Shop/Office/Flat/Unit Owners in the said building in the ratio of area

covered by the Purchaser of the total cost or is mutually agreed by the Shop/Office/Flat/Unit Owners Association.

17. That as mutually agreed to be done earlier, the entire building including the boundary walls, gates and the common parts shall be subject to repair, maintenance and painting at cost to be shared by all the purchasers or the Association formed by the Shop/Office/Flat/Unit Owners/Land Owners of the complex.
18. That the Lift and Generator and other equipments installed or fitted in the Building shall be maintained by Original Equipment Manufacturers (O.E.M) by the Shop/Office owners, the BUILDER/PROMOTER shall not be responsible for any maintenance of the said equipments.
19. That the PURCHASER accepted the occupancy of the said Shop/Office/Flat/Unit with full and final satisfaction without any grievances and also confirm that the BUILDER/PROMOTER has constructed and finished the said Shop/Office/Flat/Unit/Apartment as per the specifications agreed between the parties by using the best workmanship and assured quality of material and as per rules, regulations and standard. The PURCHASER has no claim or grievance in the said Shop/Office/Apartment with BUILDER/PROMOTER.
20. That the PURCHASER shall have inheritable and transferable rights in the Third Schedule property and shall also be entitled to sell, mortgage, lease or otherwise alienate his/her rights to any person.
21. That the BUILDER/PROMOTER will have all rights to construct more floors if the permission for same is

granted by the competent authority.

22. That the BUILDER/PROMOTER shall indemnify and keep indemnified the PURCHASER at their cost, against any one preferring any claim to the said Shop/Office/Flat/Unit hereby, adverse to the title of the BUILDER/PROMOTER and impeaching this sale.

The First Schedule
(Schedule of the land)

All that piece LAND PROPERTY shall mean all that piece and parcel of land comprised within the part of **Revisional Survey Plot Nos. 1548 & 1549**, marked as Sub Plot Nos. 1548/Part and 1549/Part, under **Khata No. 456** respectively, having its total **Area of 63.50 Decimals**, situated at **Village Arsande, Police Station Kanke, Revenue Thana No. 159, District Ranchi, State Jharkhand.**

Land is bounded and butted as follows:-

North	:	Kanke Block Road
South	:	R.S. Plot No. 1544
East	:	R.S. Plot No. 1545 & Part of R.S. Plot No. 154
West	:	Part of R.S. Plot Nos. 1554

The Second Schedule

(Schedule of the common parts)

1. The foundations, columns, beams, support, corridors, lobbies, Stair, staircases, landings, entrances and exits.
2. Pumps installations, pump rooms, pump motors and related electrical fittings and other fixtures and other connected items.
3. Gate lights and outside light, electrical wiring and fixtures and other connected items.
4. Common passage from the main entrance gate to the staircase as right of way.
5. Tube wells, water pipes, water tank and other common plumbing installation.
6. Drainage, sewerage and drain water pipe lines.
7. Boundary wall and Main gate.
8. Such other common parts, gymnasium, community hall, lift, area, equipments, installations, fixtures, fittings, covered and open spaces, in or about the said building, as are necessary for passage to the other user of the Shops/Offices in common and as are the easements of necessary on the building.

The Third Schedule

(Schedule of the Flat hereby sold)

All that the Commercial/Residential Area comprised in Shop/Office/Flat/Unit of “.....” Commercial cum

Residential Building at Floor, having its Built-up/Super Built-up Area Square feet (..... Square Feet), being Shop/Office/Flat/Unit No., along with one Car Parking space at Basement/Ground floor of the said building marked as P-....., and undivided proportionate Share of Land admeasuring area of Square feet upon which the said building is constructed, having permanent, heritable and transferable right being portion of **Revisional Survey Plot Nos. 1548 & 1549**, marked as Sub Plot Nos. 1548/Part and 1549/Part, under **Khata No. 456** respectively, having its total aggregate **Area of 63.50 Decimals**, situated at **Village Arsande, Police Station Kanke, Revenue Thana No. 159, District Ranchi, State Jharkhand**, having Chaparbandi right lying within the District registration and District Sub registration Office, Ranchi in the limits of Ranchi Municipal Corporation, Ranchi, shown marked and delineated in RED COLOUR WASH in the map annexed hereto forming part of this deed Butted and Bounded as follows;

North :

South :

East :

West :

MEMO OF CONSIDERATION

The PURCHASER had paid Rs./- (Rupees) only, the consideration amount of the scheduled property to the BUILDER/PROMOTER on or before the execution of this Deed in following manner :-

Ch./Draft No.	Dated	Bank's Name	Amount
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Total Rs.		/-
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(Rupees) only

DESCRIPTION OF THE LAND WITH SHOP/OFFICE

1.	Whether kacha or pucca	- Pucca
2.	If pucca, whether tiled or R.C.C.	- Brick/Reinforced concrete
3.	Whether residential, commercial or residential	- Commercial
4.	Number of storied	- B+G+..... Storied
5.	Super Built Up area of Shop/Office	- Square feet
6.	Year of construction	- 20.....
7.	A brief description of Nature and quality of electrical/ sanitary etc.	- Standard
8.	If on rent, its monthly rent	- N.A.

9.	(a) Value of Flat Area Sq. ft.	- Rs./-
	(b) Value of undivided proportionate Share of land Sq. Ft. (..... Decimal)	- Rs./-
	Total	- Rs./-

(Rupees) only

That the actual consideration amount is Rs./- (Rupees) only, but the stamp duty and registration fee is being paid on the basis of the value fixed by the competent authority i.e. at the Rs./- (Rupees) only.

CERTIFICATE

CERTIFIED that the land in schedule according to entries in records of right neither Govt. land or has been acquired by the Govt. for Defense or Civil Purposes. The land in schedule has not been given on Bhudan and is outside the forest area and does not belong to B.C.C.L. H.E.C., C.C.L. and E.C.L.

THIS IS FURTHER CERTIFIED that the land neither is not tribal land according to Khatian nor connected with any tribal. It is beyond ceiling limit and it does not belong to math, church, or mosque.

IT IS ALSO CERTIFIED that the BUILDER/PROMOTER does

not belongs to Schedule Caste, Schedule Tribe or Backward Classes as mentioned in the provision of C.N.T. Act' 1908 under Section 46(6).

IN WITNESS WHEREOF THE BUILDER/PROMOTER and **PURCHASER** have put their signature to this present at Ranchi on the date, month and year first above written.

WITNESSES:-

1.

2.

DEVELOPER'S SIGNATURE

Thumb	First finger	Middle finger	Ring Finger	Little Finger

PURCHASER'S SIGNATURE AND PHOTOGRAPH

Thumb	First finger	Middle finger	Ring Finger	Little Finger

Certified that the finger prints of the left hand of each person whose photograph affixed in the document have been obtained of me or before me.

Drafted by: Rajesh Kumar, Advocate
(Ledger No. 1639/01)

Advocate Signature

Typed by :