

THIS INDENTURE OF ABSOLUTE DEED OF SALE is made on this the day of’ in the year 2021 of the Christian era at Ranchi;

BETWEEN

- 1. BUDHDEO DEVELOPERS**, a partnership concern firm having its head office situated at Flat No. 4B, Savitri Enclave, Bano Manjil Road, Near Pahari Mandir, Police Station Sukhdeo Nagar, District Ranchi, through its Partners **(A) Mr. BANWARI LAL KABRA** son of Late Moti Lal Kabra, by faith & religion Hindu, by caste Marwari [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. 4B, Savitri Enclave, Bano Manjil Road, Near Pahari Mandir, Police Station Sukhdeo Nagar, District Ranchi in the State of Jharkhand, an Indian Citizen, and **(B) Mr. BIJENDRA KUMAR SINGH** son of Sri Janardan Singh, by faith & religion Hindu, by caste Rajput

[General - Not belongs to SC, ST & BC mentioned in provision of CNT Act' 1908 under section 46(6)], by occupation Business, resident of Sushma Villa, Choudhary Bagan, Near Sani Mandir, Garikhana, Police Station Kotwali, District Ranchi in the State of Jharkhand, an Indian Citizen, and

2. **Mr. SUNIL KUMAR LOHIA** son of Late Girdhari Lal Lohia, by faith & religion Hindu, by caste Marwari [General - Not belongs to SC, ST & BC mentioned in provision of CNT Act' 1908 under section 46(6)], by occupation Business, resident of 1-Block 502, Hari Om Tower, Lalpur, Police Station Lalpur, District Ranchi in the State of Jharkhand, an Indian Citizen, all through their Power of Attorney Holder **Mr. RAHUL MODI** son of Sri Ravindra Modi, by faith & religion Hindu, by caste Marwari Agarwala [General - Not belongs to SC, ST & BC mentioned in provision of CNT Act' 1908 under section 46(6)], by occupation Business, resident of 6th Rukmini Centre, Near Gandhi Chowk, Upper Bazaar, Police Station Kotwali, District Ranchi, State Jharkhand, an Indian Citizen, being Registered Power of Attorney Deed No., dated, which is entered and registered in Book No., Volume No., Page Nos. to for the year at the office of the District Sub Registrar, Ranchi; hereinafter for the sake of brevity called the "**LAND OWNER/VENDOR**" of the **FIRST PART**;

PAN No. AAQFB5700Q [Budhdeo Developers]

AADHAAR No. 8973 9977 2649 [Banwari Lal Kabra]

MOBILE No. 9110106406 [Banwari Lal Kabra]

AADHAAR No. 6729 3147 0162 [Bijendra Kumar Singh]

MOBILE No. 8709154320 [Bijendra Kumar Singh]

PAN No. AAQPL0179B [Sunil Kumar Lohia]

AADHAAR No. 5149 6034 4214 [Sunil Kumar Lohia]

MOBILE No. 9334723501 [Sunil Kumar Lohia]

PAN No. AICPM8291K [Rahul Modi]

ADDHAAR No. 9564 0638 3556 [Rahul Modi]

MOBILE No. 9934300436 [Rahul Modi]

AND

Mr./Mrs son/wife of Sri
....., by faith & religion, by caste
....., by occupation, resident of
....., Police Station, District
....., State, an Indian Citizen; hereinafter for the
sake of brevity called the "**PURCHASER**" of the **SECOND PART**.

PAN No. [.....]

AADHAAR No. [.....]

MOBILE No. [.....]

AND

PRARTHANA ESTATES PVT. LTD., a company incorporated under (CIN No.U51109JH2006PTC012452) the provisions of the Companies Act' 2013, Central Act 18 of 2013), having its registered office situated at Rukmini Centre, Gandhi Chowk, Upper Bazar, Police Station Kotwali, District Ranchi in the State of Jharkhand, Pin Code - 834001; represented by its one of the Director **Mr. RAHUL MODI** son of Sri Ravindra Modi, by faith & religion Hindu, by caste Marwari Agarwala [General - Not belongs to SC, ST & BC mentioned in provision of CNT Act'

1908 under section 46(6)], by occupation Business, residence of Rukmini Centre, Gandhi Chowk, Upper Bazar, Police Station Kotwali, District Ranchi in the State of Jharkhand, Pin Code - 834001; hereinafter referred to as the "**BUILDER/PROMOTER/CONFIRMING PARTY**" of the **THIRD PART**;

PAN No. AAECPO517G [Prarthana Estates Pvt. Ltd.]

AADHAAR No. 9564 0638 3556 [Rahul Modi]

MOBILE No. 9934300436 [Rahul Modi]

The expression "**LAND OWNER/VENDOR**", "**PURCHASER**" and "**BUILDER/PROMOTER/CONFIRMING PARTY**" 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 the one M/s Ranchi Zemindary Limited (now known as M/s Ranchi Enterprises and Properties Limited) acquired by virtue of a various registered Deeds of Chhaparbandi Settlements, amongst other lands, 24 Acres of land in Revisional Survey Plot No. 840 of Khata No. 8, Khewat Nos. 4/1 and 4/2 under Samilat Khewat No. 4/3, 1.70 Acres of land in Revisional Survey Plot No. 846 of Khata No. 27, Khewat No. 4/7, and 6.37 Acres of land in Revisional Survey Plot No. 841 under Khata No. 50, Khewat No. 4/13, all at Village Bariatu, Thana No. 193, Police Station Ranchi now Bariatu, District Ranchi.

AND WHEREAS by virtue of Registered Deed of Chhaparbandi Settlement No. 1594, dated 01.04.1940, entered in Book No. 1, Volume No. 15 at Page Nos. 292 to 301 for the year 1940, Md. Ismail Khan and Md. Ghashit Khan, both sons of Rustam Khan as the Khewatdars of Khewat No. 4/1 and 4/2 under Samilat Khewat No. 4/3, on receipt of Salami, made a Chhaparbandi Settlement of 24 acres of land in Revisional Survey Plot No. 840 of Bakast Khata No. 8 of Village Bariatu, Revenue Thana No. 193, Police Station Ranchi now Bariatu, District Ranchi and put the Settlee M/s Ranchi Zemindary Limited (now known as M/s Ranchi Enterprises and Properties Limited), in peaceful possession over the same. The name of M/s Ranchi Enterprises and Properties Limited is entered in Register II of Village Bariatu in Volume No. I, Page No. 204.

AND WHEREAS by another registered Deed of Chhaparbandi Settlement No. 2043, dated 07.04.1941, entered in Book No. 1, Volume No. 12 at page Nos. 411 to 415 for the year 1941, Mohammad Ismail Khan and Mohammad Ghasit Khan both sons of Rustam Khan, Khewatdars of Khewat No. 4/7 make a Chhaparbandi Settlement of 1.70 Acres of land in Revisional Survey Plot No. 846, 6.07 Acres of land in Revisional Survey Plot No. 839, 1.11 Acres of land in Revisional Survey Plot No. 837 and 0.24 Acres of land in Revisional Survey Plot No. 838 under Bakast Khata No. 27 and 37 of Village Bariatu, Revenue Thana No. 193, Police Station Ranchi now Bariatu, District Ranchi and put the settler M/s Ranchi Zemindary Ltd. (now Known as M/S Ranchi Enterprises and Properties Limited), in peaceful possession over the same. The name of M/s Ranchi Enterprises and Properties Limited is entered in Register II of Village Bariatu in Volume No. I, Page No. 205.

AND WHEREAS by four different registered Deeds of Chhaparbandi Settlement made by various Khewatdar settled various lands including 6.37 Acres of land in Revisional Survey Plot No. 841 of Bariatu, Ranchi and put the Settlee M/s Ranchi Zemindary Limited (now known as M/s Ranchi Enterprises and Properties Limited), in peaceful possession over the same as per details given below Bakast Khata No. 50 of Village Bariatu, Revenue Thana No. 193, Police Station Ranchi now Bariatu, District Ranchi;

1. Registered Deed of Chhaparbandi Settlement No. 1587, dated 20.03.1941, entered in Book No. 1, Volume No. 19 at Page Nos. 246 to 250 has been executed in favour of Ranchi Zemindary Limited (now known as Ranchi Enterprises and Properties Limited) by Khewatdars, Ashfand Eaar Khan and Mohammad Islam Khan both sons of Akbar Khan for Revisional Survey Plot No. 841 measuring an area 6.37 Acre, Revisional Survey Plot No. 847 measuring an area 2.24 Acre, Revisional Survey Plot No. 835 measuring an area 0.68 Acres and Revisional Survey Plot No. 836 measuring an area 0.11 Acre. The name of M/s Ranchi Enterprises and Properties Limited is entered in Register II of Village Bariatu in Volume No. I, Page No. 206, kept and maintained at the office of the C.O., Baragain.
2. Registered Deed of Chhaparbandi Settlement No. 2041, dated 07.04.1941, entered in Book No. 1, Volume No. 23 at Page Nos. 44 to 48 has been executed in favour of Ranchi Zemindary Limited (now known as Ranchi Enterprises and Properties Limited) by Khewatdars

Mohammad Mir Khan, Heyat Mir Khan and Mansabdar Khan, all sons of Alizan Khan and Wazir Khan son of Nabizan Khan, Karim Khan son of Nabab Khan, Mossomat Jainab Bibi, Mossomat Shera Bibi, and Mossomat Heyatan Bibi, all daughters of Navijan Khan for Revisional Survey Plot No. 841 measuring an area 6.37 Acre, Revisional Survey Plot No. 847 measuring an area 2.24 Acre, Revisional Survey Plot No. 835 measuring an area 0.68 Acres and Revisional Survey Plot No. 836 measuring an area 0.11 Acre. The name of M/s Ranchi Enterprises and Properties Limited is entered in Register II of Village Bariatu in Volume No. I, Page No. 206 kept and maintained at the office of the C.O., Baragain.

3. Registered Deed of Chhparbandi Settlement No. 2462, dated 03.05.1941, entered in Book No. 1, Volume No. 24 at Page Nos. 156 to 160 has been executed in favour of Ranchi Zemindary Limited (now known as Ranchi Enterprises and Properties Limited) by Khewatdars Mossomat Masihan Bibi daughter of Fatch Mohammad Khan, Anwar Khan son of Fatch Mohammad Khan, Mossomat Bibi Bashiran wife of Fatch Mohammad Khan for self and as the mother guardian of her minor sons Md. Yusuf Khan and Md. Yasin Khan and minor daughters Asmat Bibi and Hasina Bini, and Md. Rafique Khan for Revisional Survey Plot No. 841 measuring an area 6.37 Acre, Revisional Survey Plot No. 847 measuring an area 2.24 Acre, Revisional Survey Plot No. 835 measuring an area 0.68 Acres and Revisional Survey Plot No. 836 measuring an area 0.11 Acre. The name of M/s Ranchi Enterprises and Properties Limited is entered in Register

II of Village Bariatu in Volume No. I, Page No. 206 kept and maintained at the office of the C.O., Baragain.

4. Registered Deed of Chhapparbandi Settlement No. 3008, dated 05.06.1941 entered in Book No. 1, Volume No. 25 at Page Nos. 374 to 379 has been executed in favour of Ranchi Zeminday Limited (now known as Ranchi Enterprises and Properties Limited) by Khewatdars Amiruddin Khan son of Pahalwan Khan, Mossomat Bibi Walihan wife of Pahalwan Khan, Kamaruddin Khan son of Miazan Khan, Mossomat Umrao Bibi, Mossomat Mariam Bibi, Mossomat Bajdan Bibi, Mossomat Wahidan Bibi for self and as the guardian of her daughter Mujeran Bibi wife of Gulam Mohammad Khan for Revisional Survey Plot No. 841 measuring an area 6.37 Acre, Revisional Survey Plot No. 847 measuring an area 2.24 Acre, Revisional Survey Plot No. 835 measuring an area 0.68 Acres and Revisional Survey Plot No. 836 measuring an area 0.11 Acre. The name of M/s Ranchi Enterprises and Properties Limited is entered in Register II of Village Bariatu in Volume No. I, Page No. 206 kept and maintained at the office of the C.O., Baragain.

AND WHEREAS all the Khewatdars named above were landholders of various Khewat which are under Samilat Khewat No. 4/14 and have by separate registered deeds have made Chapparbandi Settlements of various lands different Bakast Khatas, including 6.37 acres of land in Revisional Survey Plot No. 841 under Khata No. 50 of Village Bariatu, Revenue Thana No. 193, P.S. Ranchi now Bariatu, District Ranchi over which M/s Ranchi Zemindary Limited (now known as M/s Ranchi

Enterprises and Properties Limited) is in peaceful possession since the dates of aforesaid settlements in exercise of its independent rights and title.

AND WHEREAS on 26.11.2011, a Notification under Section 10 of the Bihar Land Reforms (Fixation of Ceiling Area and Acquisition of Surplus Land) Act, 1961, was published by the State of Jharkhand declaring 80.624 Acres as surplus land of the M/s Ranchi Enterprises and Properties Limited (previously known as Ranchi Zemindary Limited) at various places including the land at Village Bariatu was included in the Land Ceiling Case No. 1 of 1981-82 which was pending against the name of M/s Ranchi Enterprises and Properties Limited (previously known as Ranchi Zemindary Limited) since 1981-82 before the Additional Collector at Lohardaga.

AND WHEREAS the said Additional Collector, Lohardaga in exercise of the powers vested upon him under the aforesaid Act of 1961, by his order dated 29.11.2011 passed in the aforesaid Land Ceiling Case No. 1 of 1981-82, annulled transfers made in favour of the beneficiaries in terms of the provisions of the said Act of 1961.

AND WHEREAS the said M/s Ranchi Enterprises and Properties Limited (previously known as Ranchi Zemindary Limited) thereafter filed a writ petition before the Hon'ble Jharkhand High Court at Ranchi challenging the aforesaid Order dated 29.11.2011 passed by the Additional Collector, Lohardaga and prayed for quashing the notification. The said writ petition was registered as W.P.(C) No. 1705 of 2012.

AND WHEREAS the Hon'ble Justice Mr. Rajesh Shankar, of the Hon'ble Jharkhand High Court at Ranchi, by his Order dated 12.12.2018, passed in the aforesaid writ petition quashed the impugned Notification dated 26.11.2011 under Section 10 of the Bihar Land Reforms (Fixation of Ceiling Area and Acquisition of Surplus Land) Act, 1961 to the extent of 80.624 Acres of land situate at different parts of Ranchi and consequently the order dated 29.11.2011 passed by the Additional Collector, Lohardaga too stood quashed.

AND WHEREAS after sometimes in the year 2012 some of the heirs of Khewatdars of sub Khewat No. 4/11 of joint Khewat under Khewat No. 4/14 from whom Ranchi Zamindari Limited had acquired various lands at Mouza Bariatu, Ranchi by way of Chhaparbandi Settlement made by various registered deeds, challenged the aforesaid Settlements made by their ancestors, and filed a Title Suit against the M/s Ranchi Enterprises and Properties Limited (successor-in-interest of Ranchi Zemindari Ltd.) in the court of Sub Judge I at Ranchi was registered at Title Suit No. 182 of 2012.

AND WHEREAS realizing their mistakes that they had filed the suit under some wrong perception of law and facts, withdrew the said suit under Order 23 Rule 1(A) of the Code of Civil Procedure. The said Title Suit No. 182 of 2012, therefore by Order dated 21.01.2019 the said suit was dismissed as withdrawn.

AND WHEREAS the name of Ranchi Zemindary Limited was changed to Ranchi Enterprises and Properties Limited and fresh certificate of incorporation consequent on change of name was issued by the office of the Registrar of Companies, West Bengal on 16th January 1963.

AND WHEREAS the said M/s Ranchi Enterprises and Properties Limited (previously known as Ranchi Zemindary Limited) is the absolute owner of the schedule property along with other landed property together with buildings and structures thereon and lying at Village Bariatu, Police Station Bariatu, District Ranchi, State Jharkhand with free from all encumbrances and charges whatsoever acquired by the M/s Ranchi Enterprises and Properties Limited (previously known as Ranchi Zemindary Limited) through registered deed of Chhaparbandi Settlement in its then name of M/s Ranchi Zemindary Limited.

AND WHEREAS in respect of Schedule land the name of M/s Ranchi Enterprises & Properties Limited has duly entered in all the revenue records including the record of the state of Bihar, now Jharkhand and paid revenue rent and taxes without any interruption, as well as they got its name mutated in the Ranchi Municipal Corporation being portion of old Municipal Holding No. 2157 under Old ward No. 8 and New Holding No. 0080002879000A4 within new ward No. 9 and is paid taxes to the Ranchi Municipal Corporation under proper receipt.

AND WHEREAS the one Birla Institute of Scientific Research is a scientific research Institute established with the objects inter

alia foster, promote and sustain the cultivation of science and scientific research in all aspects, And by an irrevocable Power of Attorney signed by the said Ranchi Enterprises and Properties Limited on 29th March 1976 and allowed the Birla Institute of Scientific Research through its authorized representative Sri Raj Kumar Himmatramka son of Late Kashi Ram Himmatramka to utilize 65.54 Acres of land then held by the Ranchi Enterprises and Properties Limited including the Schedule land for non-profitable and non-commercial objects of the Birla Institute of Scientific Research.

AND WHEREAS the said Birla Institute of Scientific Research was unable to effectively use the Schedule land for its objects & purpose and was particularly finding it difficult to manage due to the multiple litigations, accordingly the Birla Institute of Scientific Research having agreed hereby relinquished its possession and all rights to Ranchi Enterprises and Properties Limited.

AND WHEREAS the approach road leading to the property more-fully described in schedule below is owned and possessed by one Dilasa Commodities Private Limited through its Director Sri Ranjan Kumar Fogla son of Late Nand Kishore Fogla, to avoid future dispute and complication, Dilasa Commodities Private Limited through its Director Sri Ranjan Kumar Fogla has consented to grant permanent heritable easementary right in favour of the present LAND OWNERS and as such he is made a necessary confirming party in the title deed of present LAND OWNERS.

AND WHEREAS the Board of the Ranchi Enterprises and Properties Limited by way of resolution dated 14th April, 2017 and vide registered Power of Attorney in Book No. IV being Deed No. IV - 190301736/2016, dated 25-02-2016, Registrar of Assurance office of the A.R.A.- III, Kolkata had empowered and authorized the attorney of the Ranchi Enterprises and Properties Limited to execute, register the necessary documents for sale of land of Village Bariatu, Police Station Bariatu, District Ranchi, State Jharkhand.

AND WHEREAS the said M/s Ranchi Enterprises and Properties Limited (previously known as Ranchi Zemindary Limited) through its Constituted Attorney Sri Raj Kumar Himmatramka son of Late Kashi Ram Himmatramka sold the land part of Revisional Survey Plot No. 841, under Khata No. 50, Area 50 Decimals of Village Bariatu, Revenue Thana No. 193 under Bariatu Police Station, District Ranchi, bearing Holding No. 0080002879000A4 under Ward No. 8 corresponding to new Ward No. 9 of Ranchi Municipal Corporation, Ranchi to one **BUDHDEO DEVELOPERS**, through its Partners **(A) Mr. BANWARI LAL KABRA** son of Late Moti Lal Kabra, and **(B) Mr. BIJENDRA KUMAR SINGH** son of Sri Janardan Singh, by virtue of registered deed of sale vide Deed No. 2019/RAN/6620/BK1/5873, dated 16.08.2019 which was registered at District Sub Registrar Office, Ranchi and entered in Book No. 1, Volume No. 737, Page Nos. 161 to 278 for the year 2019 and put them in peaceful possession thereof and after purchased the said Budhdeo Developers through its partners mutated its name in the office of State of Jharkhand through Circle Officer Baragain Anchal, Ranchi under Mutation Case No. 1499/R27/2019-2020 and accordingly paid revenue rent to the state, as well as they mutated its name in the office

of Ranchi Municipal Corporation, bearing Holding No. 0080007542000Z0, under old Ward No. 8 corresponding to new Ward No. 9 of Ranchi Municipal Corporation, Ranchi.

AND WHEREAS the said M/s Ranchi Enterprises and Properties Limited (previously known as Ranchi Zemindary Limited) through its Constituted Attorney Sri Raj Kumar Himmatramka son of Late Kashi Ram Himmatramka sold the land part of Revisional Survey Plot No. 841, under Khata No. 50, Area 50 Decimals of Village Bariatu, Revenue Thana No. 193 under Bariatu Police Station, District Ranchi, bearing Holding No. 0080002879000A4 under Ward No. 8 corresponding to new Ward No. 9 of Ranchi Municipal Corporation, Ranchi to one **Mr. SUNIL KUMAR LOHIA** son of Late Girdhari Lal Lohia, by virtue of registered deed of sale vide Deed No. 2019/RAN/6622/BK1/5875, dated 16.08.2019 which was registered at District Sub Registrar Office, Ranchi and entered in Book No. 1, Volume No. 737, Page Nos. 427 to 544 for the year 2019 and put them in peaceful possession thereof and after purchased the said Mr. Sunil Kumar Lohia mutated his name in the office of State of Jharkhand through Circle Officer Baragain Anchal, Ranchi under Mutation Case No. 1501/R27/2019-2020 and accordingly paid revenue rent to the state, as well as they mutated his name in the office of Ranchi Municipal Corporation, bearing Holding No. 0080007543000Z0, under old Ward No. 8 corresponding to new Ward No. 9 of Ranchi Municipal Corporation, Ranchi.

AND WHEREAS the VENDORS is exercising their perfect right, title and interest over the property belongs by them which is fully described in the First Schedule. The VENDORS is absolute owner thereof and enjoying the same free from all

encumbrances and without any let or hindrance from any corner

AND WHEREAS both the LAND OWNERS of the FIRST PART have amalgamated their land (i.e. 50 Decimals land area of Budhdeo Developers and 50 Decimals land area of Sunil Kumar Lohia) in one unit which has been more fully described in “First Schedule” herein below, and they are interested in getting MULTISTORIED RESIDENTIAL BUILDING along with all the facilities and amenities, to be developed and constructed over “First Schedule” land and to acquire a part of super built up area in the same as absolute owners as consideration in exchange for full and final value of the “First Schedule” property.

AND WHEREAS the LAND OWNERS being interested to develop the lands fully described in the First Schedule admeasuring an total aggregate Area of 01 Acres more or less and they approached the BUILDER/PROMOTER/CONFIRMING PARTY namely **M/s PRARTHANA ESTATES PVT. LTD.**, a company incorporated under the provision of the Indian Companies Act’ 1956 through its one of the Director **Mr. VIKAS MODI** son of Sri Ravindra Modi, and requested him to develop the land by constructing Multistoried Building thereon in part of Two Part one is fully Commercial building AND another is fully Residential building, which is accepted by the BUILDER/PROMOTER;

AND WHEREAS the said LAND OWNERS and BUILDER/PROMOTER have entered into a Development Agreement for development of the First Scheduled property mentioned below on dated 02nd day of December’ 2021;

AND WHEREAS the BUILDER/PROMOTER presented the Map/Plan of the building before the competent authority of Ranchi Municipal Corporation, Ranchi and which was sanctioned by the same vide **B.C. Case No.** order dated and constructed the Commercial cum Residential building in the name and style of “**PRARTHANA ECOVILLE**” as per the Development Agreement dated 02nd day of December’ 2021;

AND WHEREAS the Flat described in the Third Schedule is the exclusive share of the VENDOR and the VENDOR is absolute owner and share holder thereof as per the above mentioned Development Agreement;

AND WHEREAS the PURCHASER being satisfied with the Map/Plan of the building and Development Agreement expressed their/her/his willingness to purchase a Flat in the said “Prarthana Ecoville.” on the terms and conditions of the registered Sale Agreement entered into between the PURCHASER and the VENDOR/BUILDER/PROMOTER onth day of’ 20....., the said Flat morefully and clearly description is as follows :-

Block/Building/ Tower :	Rate of Flat per square feet Carpet Area X Rs./- =/-
Residential Building	Open Area (Balcony) X Rs./- =/-
Flat No :	Prop. Cost Of Common Area X Rs./- =/-
Type : BHK	Undivided Land Square feet X/- =/-
Floor : Floor	

	TOTAL Rs. -/-
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AND WHEREAS the PURCHASER hereinafter had agreed to purchase the Flat measuring a total Super Built-up Area approximately Square feet on the floor being Flat No., along with car parking space at Basement/Ground floor marked as of the Residential building **“PRARTHANA ECOVILLE”** for a total price of Rs./- (Rupees) only, which is hereby paid by the PURCHASER to the VENDOR;

AND WHEREAS the PURCHASER had already paid full and final consideration amount to the VENDOR/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 VENDOR/BUILDER/PROMOTER is hereby acknowledged and thus, hereby transfers and confers absolutely infavour of the PURCHASER namely **Mr./Mrs.** son/wife of Sri, the said Flat mentioned hereinafter fully described in the Third Schedule and delineated herewith annexed to this deed and colored in RED WASH at floor, being Flat No.measuring a total Super Built-up Area Square feet more or less at the Residential building named as **“PRARTHANA ECOVILLE”**.

The VENDOR/BUILDER/PROMOTER hereby agrees and hereby covenants with the PURCHASERS 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 Eight Upper Floors structure (B+G+...storied) which the VENDOR/BUILDER/PROMOTER has constructed according to the sanctioned plan of the Ranchi Municipal Corporation, Ranchi, Jharkhand, in the name & style of "PRARTHANA ECOVILLE".
 - (b) Flat 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 Flat shall mean the easements, quasi-easement, rights, privileges and appurtenances pertaining to such Flat 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 Flat in the said building or in such, or upon such Flat or part thereof, which is accepted and reserved into them more particularly described in the schedule.
2. That the VENDOR/BUILDER/PROMOTER is the absolute owner/share holder of the Flat hereby sold and more clearly described in the Third Schedule herewith annexed.

3. That the said Flat 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 VENDOR/BUILDER/PROMOTER had delivered vacant possession of the said Flat hereby sold to the PURCHASER.
5. That the PURCHASER have become the full and absolute owners of the said Flat sold hereby, by virtue of this deed.
6. That the VENDOR/BUILDER/PROMOTER hereby release and transfer to the PURCHASERS, all rights, title and interest in respect of the said Flat on the basis of the ownership, having its common stairs, passages and walls in between the VENDOR/BUILDER/PROMOTER and the PURCHASER of the said Flat in the said building and all the other joint ownership incidents thereto.
7. That the VENDOR/BUILDER/PROMOTER declares that there are no arrears or any taxes or any other dues or encumbrances whatsoever of the said Flat hereby sold. That it will be liability of the PURCHASERS 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 Flat or on the undivided proportionate share of the PURCHASER'S land and the PURCHASER hereby agree to keep the VENDOR/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 roof

right of the building, but they enjoy the same for common occasion purposes.

9. That the PURCHASER shall 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 VENDOR/BUILDER/PROMOTER shall not be made liable for the same.
10. That the PURCHASER shall has no right to make any construction, modification or alteration within the Flat or the common areas/elevation now being purchased by them which in any way proves to be hazardous or dangerous to the entire structure or the common parts of the Flat in the event of such construction/modification, alteration the PURCHASER shall 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 building in future, the building may be reconstructed jointly by the co-owners (PURCHASER) who have and who may thereafter or hereto before have acquired by purchasing different Flat in different floors and part thereof, having similar right, title and interest in the land of this 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 VENDOR/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 Flat 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 Flat 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 Flat and the VENDOR/BUILDER/PROMOTER.
14. That the PURCHASER also agrees that the Flat purchased by them shall only be used for residential purposes and that they shall maintain a separate electric meter for their own consumption and use, the bill for which shall be paid by the PURCHASER to the Jharkhand State Electricity Board.
15. That the PURCHASER shall henceforth get their Flat mutated with the Ranchi Municipal Corporation, Ranchi and get the Flat assessed for the municipal rent and taxes and then pay it directly and separately to the corporation in their own names as well as they mutated their names 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 VENDOR/BUILDER/PROMOTER. They shall share in the cost with the purchasers of the other Flat Owners in the said building in the ratio of area covered by the Purchasers of the total cost or is mutually agreed by the Flat 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 Flat 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 Flat 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 flat with full and final satisfaction without any grievances and also confirm that the BUILDER/ PROMOTER has constructed and finished the said flat/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 flat/apartment with VENDOR/BUILDER/ PROMOTER.
20. That the PURCHASER shall have inheritable and transferable right in the Third Schedule property and shall also be entitled to sell, mortgage, lease or otherwise alienate their right to any person.
21. That the VENDOR/BUILDER/PROMOTER will have all rights to construct more floors if the permission for same is granted by the competent authority.
22. That the VENDOR/BUILDER/PROMOTER shall indemnify and keep indemnified the PURCHASER at their cost, against any one preferring any claim to the said Flat

hereby, adverse to the title of the VENDOR/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 No. 841** under **Khata No. 50**, having total aggregate area of **01 Acre**, corresponding to portion of old Municipal Holding No. 2157, subsequent Holding No. 0080002879000A4, corresponding to present **Holding Nos. 0080007542000Z0**, and **0080007543000Z0** under old Ward No. 8 corresponding to new **Ward No. 9** of Ranchi Municipal Corporation Ranchi, situated at **Village Bariatu, Police Station Bariatu**, Revenue **Thana No. 193, District Ranchi**, Jharkhand Pradesh.

This is bounded and butted as follows:

North	:	Land of R.S. Plot No. 841 (P)
South	:	Land of R.S. Plot No. 841 (P)
East	:	30 feet wide Proposed Road
West	:	Land of R.S. Plot Nos. 730(P), 731(P) & 832

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, 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 Flats in common and as are the easements of necessary on the building.

The Third Schedule
(Schedule of the Flat hereby sold)

All that the Residential Area comprised in Flat of "....."
Residential building at **Floor**, having super built-up
Area **Square feet**, being **Flat No.**, along with
one Car Parking space at Basement/Ground floor marked as
..... and undivided proportionate Share of Land

admeasuring area Square feet, The building is to be construct over **Revisional Survey Plot No. 841** under **Khata No. 50**, having its aggregate area of **01 Acre**, corresponding to portion of old Municipal Holding No. 2157, subsequent Holding No. 0080002879000A4, corresponding to present **Holding Nos. 0080007542000Z0**, and **0080007543000Z0** under old Ward No. 8 corresponding to new **Ward No. 9** of Ranchi Municipal Corporation Ranchi, situated at **Village Bariatu, Police Station Bariatu**, Revenue **Thana No. 193, District Ranchi**, Jharkhand Pradesh.

Flat is bounded and butted as follows:-

North :
South :
East :
West :

MEMO OF CONSIDERATION

The PURCHASER have paid Rs./- (Rupees) only, the consideration amount of the scheduled property to the VENDORS/LAND OWNERS 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.-/-

(Rupees)

only,

DESCRIPTION OF THE LAND WITH FLAT

1.	Whether kacha or pucca	- Pucca
2.	If pucca, whether tiled or R.C.C.	- Brick/Reinforced concrete
3.	Whether residential, commercial or residential	- Residential
4.	Number of storied	- B+G+..... Storied
5.	Super Built Up area of Flat	- 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,

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 VENDOR/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 VENDOR/BUILDER/PROMOTER/CONFIRMING PARTY and PURCHASER have put their signature to this present at Ranchi on the date, month and year first above written.

BUILDER/PROMOTER/CONFIRMING PARTY:-

WITNESSES:-

1.

2.

VENDOR'S SIGNATURE through his ATTORNEY HOLDER

Thumb	First finger	Middle finger	Ring Finger	Little Finger
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PURCHASER'S SIGNATURE AND PHOTOGRAPH

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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 :