

THIS DEED FOR SALE is made and entered into at Ranchi, Jharkhand on this the  
.....Day of month year.

**BETWEEN**

**AND**

**EKLAVYA ESTATE PRIVATE LTD**, a company incorporated under the Companies Act, 1956 having its registered Office at H-95, Harmu Housing Colony, P. S.- Argora, Ranchi, through its Managing Director Smt. Kanti Kumari ,W/o Sri Samrendra Prasad, Daughter of Bhageran mahto, Grand father of Late Gobind Mahto, By Faith Hindu, by Cast General ( unaffected by CNT Act,1908), Occupation Business Resident of H-95, Harmu Housing Colony, P.S.- Argora, Dist Ranchi Jharkhand – 834002( on the Strength of regd. Development Agreement being Deed no 12 Dated 05.01.2021, registred before the Distric Sub Registara Ranchi and Which is entred in Book BK-1 vol 2, page no. 59to 114 in year 2021( hereinafter colled the **Vendor** of the **FIRST PARTY**)

, Addhar no.-7804 7843 1459, Mobile no. 8877119977.(PAN No.- AACCE5004D

Eklavya Estate Pvt. Ltd.

*Kanti Kumari*

Managing Director

**AND**

**Name.....,Wo:-.....**, by faith- ..... by cast-..... by Occupation- ....., Resident of....., Pin:-....., **PAN No :-.....** Aadhar No.-....., **Mobile .....** (hereinafter referred to as the **PURCHASER/Vendee**) of the SECOND PART

**Mrs. Kanti Kumari** Wife of Samerendra Prasad, by Faith- Hindu, by Cast- Koyri, Occupation-Busness, Resident of H95, Harmu Housin Colony Ranchi., Jharkhand, an Indian Citizen, PAN No.-6061P, Aadhar No.- 1459 AND 2. **Kashi nath Kashyap** , S/O Late Mahang Teli cast Teli occupation Farmer, Resident Pundag Ranchi, represented through their duly constituted Attorney Smt. Kanti Kumari W/o Sri Samrendra Prasad, by occupation Business, Resident of H-95, Harmu Housing Colony, P. S.- Argora, Ranchi-834 002, and Smt. Kanti Kumari (Claimant) also the holder through Registered Development Agreement bearing it's Deed No-12 dated 05.01.2021., Book No.-BK1, Volume- 2 Page- 59to 114, registered at District Sub-Registrar, Ranchi

The terms "VENDORS" "DEVELOPERER" and "PURCHASER/S" shall, unless excluded by or repugnant to the context or subject by these presents shall mean and include their respective heir(s), legal representative(s), executor(s), administrator(s), successor(s) and assignee(s)

WHEREAS the Vendors No-1 is the absolute owner of all that pieces and parcels of Land measuring an area of 6.50 dismil, or Vendors No-2 is the absolute owner of all that pieces and parcels of Land measuring an area 6.50 total 13 Dicimal(0.013 acres) more or less, under Khata No.-247 bearing it's R.S. Plot Nos.- 506 and Sub-plot Nos 506/ PART, at Village- (Pundag, Mouza- Pundag, Thana No-. 228, P.S-. Jgarnathpur, District- Ranchi, , located at Ranchi, which is more fully and particularly described in the Schedule of Property - " I " given below (hereinafter referred to as 'the Said Property').

WHEREAS the said land, under Khata No.- 277 bearing it's R.S. Plot Nos.- 506 and Sub-plot Nos.-506/Part at Village- Pundag, Mouza- Pundag, Thana No- 228, P.S-. Jgarnathpur, District-Ranchi, , was recorded in the name of Late Mahadeo Tali in Khatiyani.

AND WHEREAS the said landed property has been purchased by Vendors No-1 from Kanti kumari Wife of Samrendra Prasad in the year 05.01.2021 vide Sale Deed No- 2057 vol 243 page 1975to 256 dated 05.01.2021 From land Purchase Raj kumar Mahto and Kashi Nath Kasyap Land is vol 46 page no 96 Vol-II the said land was got mutated in the name in the office of Circle Officer, Nagri Anchal, Ranchi, and regularly paying revenue rent and taxes to the concerning authority.

AND WHEREAS the VENDORS above named intends to develop their schedule "I" property by constructing multi-storeyed Residential building including parking space in the silt through DEVELOPER and for which the above said VENDORS have entered into an agreement with the DEVELOPER inter-alia for the purpose of construction of multi-storied building upon the schedule " I " property.

AND WHEREAS the VENDORS by a Development Agreement as per details below, have authorised the Developer to construct a multi-storied Residential building known as "**Kashi Enclave**" on Schedule " I " property as per the plan sanctioned by Ranchi Regional

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Managing Director

Development Authority (hereinafter, for the sake of brevity called the RMC Ranchi) vide vides B. C. Case No- RMC/BP/0838/W36/2019.

Sl. No	Name of Land Owner (s)	Development Agreement	Land Area
1.	<b>Mrs Kanti Kumari, Mrs. Kashi Nath kashyap</b>	Agreement dated 05.01..2021	6.50Dicimil 6.50 Dicimil
		Total	13 Dicimil

In pursuant to the development agreements above by & between the VENDORS and the DEVELOPER, the Developer entered into an agreement for sale with the Purchaser, under which the purchaser agreed to purchase the property described in Schedule – II below together with parking space and undivided proportionate share of land with a right to use/enjoy common facilities comprising within the share of the Developer.

AND WHEREAS, the PURCHASER, prior to entering into the aforesaid agreement to purchase, had seen and examined the documents of title, development agreement, other all agreement(s), documents whatsoever and has satisfied themselves/himself/herself about the title of the VENDORS to the said property duly certified as marketable; and also agreed to abide by the terms and conditions of the development agreement and others.

AND WHEREAS, the PURCHASER, after taking possession of the premises in the Schedule II below, has also satisfied them-selves that the building and their said unit has been constructed according to the plan sanctioned by R.R.D.A Ranchi and also according to the specifications as mutually settled between them and the DEVELOPER.

AND WHEREAS, at the request of the PUCHASER, the DEVELOPER has agreed to transfer the premises in the Second Schedule in the manner hereinafter appearing;

**NOW THEREFORE THIS DEED OF SALE WITNESSETH AS FOLLOWS:-**

1. That in pursuance to the said agreements and for a total consideration of Rs:- ...../- (**Rupess:-.....only**) paid, the DEVELOPER does hereby acknowledge and discharge the Purchaser from the same forever, the VENDOR does hereby convey, assign, sale and transfer UNTO AND TO the Schedule– II annexed below together with all rights, profits, advantages, effects, issues, easements and also all other incidents pertaining thereto TO HAVE AND TO HOLD the same absolutely and forever. The purchaser has already been put in possession of the flat.
2. The Purchaser shall also be liable to pay and contribute, in proportion to the covered area of the premises in the Schedule– II hereby conveyed, towards GST, Holding Taxes, Cess, other Municipal Charges payable to Ranchi Municipal Corporation, and the ground rent (Malgujari) payable to the State of Jharkhand for the land in the Schedule-“I” in proportion to his undivided share therein.
3. The Purchaser agrees that the Developer shall be entitled, but not obliged to manage and maintain the common parts of the said building and in the event of Association being formed, the powers and authorities of the Association so formed shall be subject to the Flat buyer’s agreement.

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4. The purchaser is agreed that the developer shall be at liberty to develop the land situated next to "**Kashi Enclave**" in subsequent phase and thus so developed building enabling the whole purchaser (both inclusive) to use common area and facilities and there will be no objection from purchaser side for any act done by the Developer in this behalf.
5. The purchaser is also agreed that the developer shall be at liberty to re-sanction the plan of entire building earlier sanctioned at any point of time keeping the purchaser's rights and title unaffected.
6. That all the purchasers shall sign uniform maintenance agreement with the Developer/maintenance agency for maintenance of and upkeep of the complex. The purchaser shall be liable to make payment for maintenance cost to the Developer/maintenance agency.
7. The purchaser shall pay maintenance cost towards upkeep of building and services to the developer at market rate for the period, before handing over the command for the same to the duly constituted association.
8. The PURCHASER, besides the rights mentioned set forth, shall by way the full proprietary rights and will be at liberty to transfer the same by way of Mortgage, Lease, Gift or Exchange or otherwise deal with the said Flat and one car parking space more fully described in the Schedule- II PROVIDED that the PURCHASER shall not be entitled to demolish or commit waste in respect of the land, his Residential unit and car parking space to affect prejudicially the other occupiers of the said building.
9. The Said Land (in the Schedule- I) whereon the said building, namely "**Kashi Enclave**" has been constructed, the common passages, spaces, lobbies, corridors and all kinds of amenities shall remain joint and attached for the benefit of the occupiers of the said building.

The PURCHASER, with intention to bring all persons into whomever hands the said premises may come, do hereby covenant with the DEVELOPER as follows:-

- (a) To maintain the premises in the Schedule- II at his own costs, in good tenable repair and condition from the date of possession of the same and shall not do or suffer or cause to be done or suffered any thing in or to the said building in which the said premises are situated or the staircase or the passages or other areas which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/ alter or make addition in or to the building in which the said premises are situated or the said premises or any part thereof.
- (b) Not to damage the construction or structure of the building by storing of goods which is objected to by local authority or any authority and in case any damage is caused to the building or any part thereof on account of negligence or default on its part in this behalf, he alone shall be liable for the consequences of the breach.
- (c) Not to make any construction or structural alteration on the common area and/ or in the parking space in the Basement or in the Ground Floor or over the roof of the Complex.
- (d) To pay taxes, duties, levies, surcharges etc. levied either by the State Government or by the Central Government or jointly by them currently or in future on full or part of the unit or on the undivided proportionate share in the land.

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*Kavita Kumar*  
Managing Director

- (e) Not to demand partition of his interest in 'The Said Land' and/or the building it bearing hereby agreed and declared by the Purchaser that his interest in the land and building is indivisible.

The DEVELOPER and the PURCHASER covenant with each other as follows:

1. Save and except in respect of the undivided proportionate share or interest in "The Said Land" and save and except the rights in the said Unit/units, the easements, quasi easements, benefits, privileges and advantages in common to be conferred or granted by or under the conveyance to be executed and registered by the DEVELOPER in his favour, the PURCHASER shall have no claim or right of any nature in the other units, floor spaces, Top Roof of the building, and areas of the said property and/ or said building adjoining above or beneath his unit.
2. Notwithstanding anything to the contrary herein before contained, in case the PURCHASER fails to pay the common expenses, the charges for electricity consumed by him and/ or any other amounts becoming due and payable hereunder and part thereof within the time and in the matter aforesaid or uses the Flat and car parking space aforesaid for any purpose other than the purpose permitted herein or fails to observe or perform any of the terms and conditions to be observed or performed by him under these presents then in any of such events the DEVELOPER, shall have, in addition to other rights that it may otherwise have to stop supply of electricity /water and other facilities and / or amenities for such time, the PURCHASER continues to default.
3. In all matters relating to or connected with the common use, control, enjoyment, management and maintenance of the common parts by the PURCHASER and the CO-PURCHASER, the PURCHASER agree and covenants to pay to the DEVELOPER in advance the proportionate share of the recurring expenses and charges as and when the same becomes due.

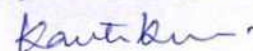
That this sale deed is in the continuance of the agreement signed by the purchaser under the heading of the **Flat buyer's agreement** placed by the developer and finally entered into **Flat buyer's agreement** between Developer and Purchaser and the same is forming part of this Sale Deed.

### SCHEDULE-I

#### DESCRIPTION OF THE LAND

All that pieces and parcels of Land measuring 18.14dismil, (0.1814 acres) being a defined and distinct parcel of land being portion of more or less of land and compound wall and gates under Khata No.- 247 bearing it's R.S. Plot Nos.- 506 and sub-plot Nos.-506/ Part, at Village-Pundag, Mouza- Pundag, Thana No- 228, P.S.- Jagnathpur, District- Ranchi, , located at Ranchi, more fully and particularly described below developed as in Phase-I, Corresponding to Municipal Corporation Ranchi having Chhapar-bandi right within the Jurisdiction of District and Sub-Registrar, Ranchi and delineated in Red Wash in the map attached forming part of this agreement and bounded and butted as follows- Take the valuation ward no 36.

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**Bounded as follows :-**

North : 506/Part Chatu sahu  
South : 506/Part Sadhu Ram Mahto  
East : 506//Part Ubna Mahto  
West : Road

**SCHEDULE – II**

**DESCRIPTION OF THE PROPERTY**

Flat No.-..... on ..... Floor in having Total Super Built-up Area .....Sq. Ft. or Carpet Area.....in the multistoried building named as “**kashi Enclave**” shown in red wash in annexed map along with the proportionate undivided and indivisible share of land i.e .....Sq. Ft. including with one car parking space, covered under portion of Khata No.- 247 bearing it's R.S. Plot Nos.- 506 and sub-plot Nos.- 506/Part , located at Village-Pundag, Mouza- Pundag, Thana No- 228, P.S-. Jgarnathpur, District- Ranchi,

North :  
South :  
East :  
West :

Details of Building is as follows –

Sl. No	Description	Status/Amount
1.	Whether Kutcha or Pucca	Pucca
2.	Whether tiled or Reinforced concrete in Pucca	Reinforced Concrete
3.	No. of storey's	
4.	The plinth area of each flat in building	
5.	The year of construction	2022
6.	A brief description of material and other fitting in the building and its quality	Normal
7.	Residential/Commercial/Industrial	Residential

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*Raut Kumar*

Managing Director

8.	If it's on annual rent	Not Applicable
9.	Value of Proportionate Land .....Sq.ft	Rs.
10.	Value of Flat area ..... Sq. ft	Rs.
	<b>TOTAL</b>	Rs.

**MEMO OF CONSIDERATION**

And Whereas the Purchaser has paid to the DEVELOPER, all the consideration of Rs.....- (**Rupess** .....) but the stamp duty was paid at the rate fixed by authority as above for Rs...../- (**Rupess:** ..... **only**) in the manner stated in memo at consideration appended below :-

SI No.	Date	Cheq No	Bank	Amount (Rs.)
1				
2				
3				
4				
5				
6				
7				
8				
9				
			<b>TOTAL</b>	<b>2</b>

**CERTIFICATE**

This is to certify that the aforesaid land is not Govt. land and has not been acquired by civil or Defense purpose. This land is not C.C.L. or B.C.C.L. land. This land is out of forest area and not Bhudan land and this is also certified that the land is neither Adivasi land nor for any Temple, Math, Mosque etc. and this land is out of ceiling area.

The land is also not related to Hargarhi, Pahnia, Sarna, Masna, Land Scam and Fodder Scam Kaiser Hind and it is also certified that the land has not been mortgaged with any institution.

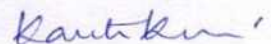
IN WITNESSES WHEREOF, the parties hereto have put their hands and seal of these presents on this the            days..... month year

**SIGNATURE OF THE VENDORS**  
**Through Registered Development Agreement**

**WITNESSES:-**

1.

Eklavya Estate Pvt. Ltd.



Managing Director

2.

**SIGNATURE & PHOTOGRAPH OF THE PURCHASER**

Thumb	Index Finger	Middle Finger	Ring Finger	Little Finger

This is to certify that the finger prints of the left hand of each person whose photographs is affixed in the document have been obtained by me or before me.

**Drafted by:-**

Eklavya Estate Pvt. Ltd.

*Kaushik Kumar*

Managing Director