

SALE DEED

THIS DEED OF ABSOLUTE SALE is made on this the _____ day of....., 2021 of the Christian Era.

BETWEEN

Ekta Contech Pvt. Ltd., (PAN - AACCE6669A) a registered company registered under the companies act 1956 vide Registration No. U45201JH2010PTCO14532 dated 03.12.2010 having its registered office at Saroj Apartment, Kilburn Colony, Hinoo, P.S. Doranda, District - Ranchi through its Managing Director **Sri Satish Kumar** Aged about 61 years, Son of Late Radheshwar Prasad, Grand son of Late Nageshwar Prasad, by Caste - Kayasth, by Faith - Hindu, by Occupation - Business, resident of Flat No. 202, Saroj Apartment, Hinoo, Mohalla Kilburn Colony, P.S. Doranda, District - Ranchi and Branch Office Kaushlya complex, 1st Floor, Opp. UCO Bank, Hinoo, Main Road, Ranchi, State - Jharkhand, Indian Citizen Authority conferred w/s 5 (1) & (2) of Jharkhand Apartment (Flat) ownership Act, 2011 pursuant at Registered Development Agreement vide Deed No. 1758/1645 dated 23.08.2021 which is entered in Book No. BK 1, Volume No. 182, Pages 91 to 214 registered in the Office of SRO - Ranchi Urban 2 Sub Registrar, Ranchi hereinafter called the **VENDOR/DEVELOPER**) of the **Second Party**;

UID No. - 6946 7578 4570, MOB - 9835151126

EKTA CONTECH PVT. LTD.

Satish Kumar.

Director

AND

..... Date of Birth, wife of.....,
Daughter of, Grand Daughter of.....,
by Caste -....., by Occupation, Resident of

District Ranchi, State- Jharkhand, Indian Citizen (hereinafter called the PURCHASER) of the **OTHER PART**;

PAN No.-....., **UID No.** -....., **MOB No.** -.....

The terms and expressions the "VENDOR/DEVELOPER" and the "PURCHASER" unless expressly excluded by or repugnant to the subject or context shall mean and include their respective legal heirs, successors in interest, executors, legal representatives, administrators, successors and permitted assignees etc.

WHEREAS, (1) SRI NIRANJAN KUMAR, PAN- ANWPK6544Q, UID No. 340335079026 and (2) SRI MANORANJAN PRASAD, PAN No. AMCPP6327M, UID No. 930291330783, both Sons of Late Shyam Sunder Prasad, Grand Son of Late Hari Har Lal, both by faith Hindu, by caste: General (Uncovered from CNT-ACT 1908), by occupation: Business, resident of Raj Mansion, Near Hinoo Bridge, Hinoo, P.S.- Doranda, District Ranchi in the State of Jharkhand.

(3) SRI KRISHNA KUMAR, PAN No. AMDPK3965D, UID No. 810674877832, Son of Late Tulsi Prasad Singh, Grand Son of Late Devki Singh, by faith Hindu, by caste General (Uncovered from CNT-ACT 1908), by occupation Business, resident of Old PHED Colony, Hinoo Store, Pathar Road, Hinoo, P.S.- Doranda, District Ranchi in the State of Jharkhand (4) SRI MANOJ KUMAR PANDEY, PAN No. ABEPP5040N, UID NO. 227605539030, Son of Late Sobhnath Pandey, Grand Son of Shaligram Pandey, by faith Hindu, by caste: General (Uncovered from CNT-ACT 1908), by occupation Service, resident of Flat No. D5-8A, Sailcity, New Pundag, District Ranchi in the State of Jharkhand (5) SRI ASHOK MAHTO, PAN No. BKDPM3990D, UID No. 323887547666, Son of Late Jagdish Mahto, Grand Son of Vakru Mahto, by faith Hindu, by caste: General (Uncovered from CNT-ACT 1908), at present resident of Tupudana, Police Station-Dhurwa, District Ranchi in the State of Jharkhand (6) SRI NARENDRA KUMAR SINGH, PAN No. ADAPS3172L, UID No. 214048001695, Son of Late Biswanath Singh, Grand Son of Late Suraj Narayan Singh, by faith Hindu, by caste General (Uncovered from CNT-ACT 1908), by occupation-Advocate, resident of Hawai Nagar, Ranchi - Chaibasa Road, Road No-4, P.S. Jagarnathpur, District Ranchi in the State of Jharkhand, all are an Indian Citizen (hereinafter for the sake of brevity called the OWNERS/FIRST PARTIES) of the FIRST PART.

The expression OWNERS/FIRST PARTIES and DEVELOPER SECOND PARTY unless repugnant to or exclude by the context or subject of these presents shall mean and include the above named land OWNERS their respective legal heirs,

EKTA CONTECH PVT. LTD.

Satish Kumar

Director

successors, assigns, legal representatives, authorized persons, successors-in-interest, nominees and also include the above named company, its Directors, successors, authorised persons, nominees and legal representatives.

WHEREAS, WHEREAS, the FIRST PARTY No. (1) and (2) have jointly acquired right, title and possession over a piece of land measuring 05 (Five) Kathas being portion of R.S. Plot No.725 marked as Sub PlotNo.725/B under Khata No.52, Revenue Thana No.267 within Municipal Ward No. 55 situated at village Tupudana, P.S. Hatia at present Dhurwa, District Ranchi by virtue of a Registered Deed of Sale being Deed No. 7859 for the year 2001 registered in the office of the D.S.R., Ranchi dated 11.07.2001 from Mosomat Sabitri Devi and Sri Muneshwar Singh hand, thereafter got the said land mutated in their joint names in the office of the Circle Officer, Namkum Anchal, Ranchi vide Mutation Case No. 574 R 27 of 2001-02 vide Vol No. -05, Page No. 71, recorded in the office of the circle officer Namkum Anchal and have been coming in peaceful physical possession over the said land by paying land revenue regularly to the concerning authority.

WHEREAS, the FIRST PARTY No. (3) has acquired right, title and possession over a piece of land measuring 04 (four) Kathas being portion of R.S. Plot No.725 marked as Sub Plot No.725/C under KhataNo.52, Revenue Thana No.267 within Municipal Ward No. 55 situated at village Tupudana, P.S. Hatia at present Dhurwa, District Ranchi by virtue of a Registered Deed of Sale being Deed No.7856 for the year 2001 registered in the office of the D.S.R. Ranchi dated 11.07.2001 from Mosomat Sabitri Devi and Sri Muneshwar Singh and, thereafter got the said land mutated in his name in the office of the Circle Officer, Namkum Anchal, Ranchi vide Mutation Case No. 576 R 27 of 2001-02, vide Vol No. 05, Page No. 74 recorded in the office of the circle officer Namkum Anchal and has been coming in peaceful physical possession over the said land by paying land revenue regularly to the concerning authority.

WHEREAS, the FIRST PARTY No. (4) has acquired right, title and possession over a iece of land measuring 04 (four) Kathas 10 (ten) Chhataks being portion of R.S. Plot No.725 marked as Sub PlotNo.725/D under Khata No.52, Revenue Thana No. 267 within Municipal Ward No.55 situated at village Tupudana, P.S. Hatia at present Dhurwa, District Ranchi by virtue of a Registered Deed of Sale being Deed No.7857 for the year 2001 registered in the office of the D.S.R. Ranchi dated 11.07.2001 from Mosomat Sabitri Devi and Sri Muneshwar Singh and, thereafter got the said land mutated in his name in the office of the Circle Officer, Namkum Anchal, Ranchi vide Mutation Case No. 575 R 27 of 2001-02, vide Vol No. 05, Page No. 73 recorded in the office of the circle officer Namkum Anchal and has been coming in peaceful physical possession over the said land by paying land revenue regularly to the concerning authority.

AND WHEREAS the above named FIRST PARTY Nos. 1 to 4 have purchased their respective lands as referred herein above from the common VENDORS Mosomat Sabitri Devi and Muneshwar Singh, the legal heirs of the recorded tenant.

AND WHEREAS the above named first party members No.(5) is the owner in

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Satish Kumar

Director

possession of a piece of the land being portion of R.S. Plot No. 724 under Khata No. 74, Revenue P.S. No.267 within Municipal Ward No.55 measuring 13 (Thirteen) Decimals, situated at village Tupudana, Police Station Dhurwa, District Ranchi. By virtue of a Registered Deed of Sale being Deed No.5332, for the year 2017 registered in the office of the District Sub-Registrar, Ranchi dated 24.05.2017 from Sri Jagdish Mahto, S/o Vakru Mahto, by caste- Koiri, thereafter got the said land mutated in his name in the office of the Circle Officer, Namkum Anchal, Ranchi vide Mutation Case No. 2424 R/27 of 2017-18 vide Vol No.18, Page No. 58 recorded in the office of the circle officer Namkum Anchal and has been coming in peaceful physical possession over the said land by paying land revenue regularly to the concerned authority. The land mentioned herein above including other land is originally recorded in R.S record of right in the name of Bipat Koiri great grandfather of the above named FIRST PARTY No.(5).

AND WHEREAS recorded tenant Bipat Koiri died long back leaving behind him his only Son Vakru Mahto and Vakru Mahto also died leaving behind him his three Sons Jagdish Mahto since deceased Sitaram Mahto and Sivnath Mahto as his only legal heirs and successors and being the legal heirs inherited the entire movable and immovable properties stands recorded in the name of Bipat Koiri.

AND WHEREAS the Sons of Vakru Mahto as per their convenient had amicably partitioned their ancestral land as per physical possession and the land mentioned hereinabove including other land has fallen in the share of Jagdish Mahto father of the above named First Party member No. (5) Who was in peaceful physical possession over the same till his life time and after the death of Jagdish Mahto the above named First Party member No. (5) Being the legal heir has inherited the said land under the natural law of inheritance and succession and is in peaceful physical possession over the same.

AND WHEREAS the above named First Party No. (6) has acquired right, title and possession over a piece of land measuring 12 (Twelve) Decimals being portion of R.S. Plot No.723 marked as Sub-Plot No.723/A under Khata No.74, Revenue Thana No.267 within Municipal Ward No.55, situated at village Tupudana, P.S. Hatia at present Dhurwa, District Ranchi by virtue of a Registered Deed of Sale being Deed No.3264 for the year 2000 registered in the office of the District Sub-Registrar, Ranchi dated 10.04.2000 from Sri Sitaram Mahto, S/o Late Bhagru Mahto, by caste- Koiri, thereafter got the said land mutated in his name in the office of the Circle Officer, Namkum Anchal, Ranchi vide Mutation Case No.96 R 27 of 2001-02 vide Vol No. 17, Page No. 61 recorded in the office of the circle officer Namkum Anchal and has been coming in peaceful physical possession over the said land by paying land revenue regularly to the concerned authority.

AND WHEREAS, the above named (Developer) Party No. (7) has also acquired right title and possession over a piece of land measuring 04 (four) Kathas being portion of R.S. Plot No.725 marked as Sub-Plot No.725/A under Khata No. 52, Revenue Thana No.267 within Municipal Ward No.55, situated at village Tupudana, P.S. Hatia at present Dhurwa, District Ranchi by virtue of a Registered Deed of Sale being Deed No. entered in Book No. I, Volume No. 202

EKTA CONTECH PVT. LTD.

Satish Kumar

Director

pages from 49 to 104 for the year 2018 registered in the office of the District Sub-Registrar, Ranchi dated 27/10/2018 from Sri Raman Bihari Swaroopa, Son of Late Subodh Bihari Swaroopa thereafter got the said land mutated in his name in the office of the Circle Officer, Namkum Anchal, Ranchi vide Mutation Case No 5367 R 27 of 2018-19 vide Vol No. 19, Page No. 90 recorded in the office of the circle officer Namkum Anchal and has been coming in peaceful physical possession over the said land by paying land revenue regularly to the concerned authority.

AND WHEREAS BUILDING shall mean the multi storied residential building Block "A" Block "B" to be constructed on the aforesaid land herein after called the Scheduled- "A" land as per sanctioned and approved Building plan vide building Plan No. BPO RMC/BP/0562/W53/2021 by the Ranchi Municipal Corporation.

AND WHEREAS as per said Development Agreement Developer has constructed a Multistoried building over the said land as per sanctioned plan which is known and called as "**Ekta Avalon**".

AND WHEREAS as per said Development Agreement Developer has been allotted Flat No. '.....' having Super Builtup Area '.....' sq.ft. in the '..... Floor' and other flats in the multistoried building "**Ekta Avalon**".

AND WHEREAS the PURCHASER who are desirous of purchasing the said Flat No. '.....' having Super Builtup Area '.....' sq.ft. in the '..... Floor' of the multistoried building "**Ekta Avalon**" with one car parking space on the Ground Floor under Roof alongwith ' ' sq.ft. undivided share of land morefully described in SCHEDULE below negotiated with the developer and on negotiation the Developer have agreed to sell to the PURCHASER the said flat together with beneficial use and all easements and inheritance thereto, more fully and particularly described and mentioned in the SCHEDULE "B" below at and for a total consideration of **Rs...../- (Rupees**) and the Purchaser has agreed to purchase the same at the said price and they have entered into an agreement for sale on

NOW THEREFORE THIS DEED OF SALE WITNESSETH as follows:-

1. That in pursuance of the said consideration of sum of **Rs...../- (Rupees**), paid by the PURCHASER to the **VENDOR/DEVELOPER**, as per memo of consideration given below, the receipt whereof the DEVELOPER do hereby admit and acknowledge and the VENDOR/DEVELOPER do hereby sell, convey and transfer and absolutely assign to the said Purchaser free from all encumbrances, charges, liens, claims and demands whatsoever for the said Flat No. ' ' having Super Builtup Area '.....' sq.ft. in the '..... Floor' of the multistoried building "**Ekta**

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Satish Kumar

Director

Avalon" with one car parking space on the Ground Floor under Roof alongwith '....' sq.ft. undivided share of land morefully described in SCHEDULE below also shown in RED WASH in the map attached herewith forming part of this deed of the said apartment along with all benefits and advantages including rights, liberties, easements, privileges whatsoever to the said flat or any part thereof belonging to or in any way appertaining for or with the same or any part thereof shall held, use occupy or enjoy or repute to belong or be appurtenant thereto and the right to use and enjoy common facilities such as passage, staircase, roof, lobby compound to and from an adjacent to or in the way of the said schedule flat as also the rents, in use and profits thereof and all the estate, right, title, interest, inheritance, use trust and demand whatsoever, both at law and in equity of the VENDOR/DEVELOPER into or upon the said Schedule Flat or every part thereof to have and to hold the said Schedule Flat and every part thereof UNTO AND TO the said Schedule flat and very part thereof UNTO AND TO the use of the PURCHASER forever and absolutely.

2. *That the VENDOR/DEVELOPER does hereby covenant with the Purchaser that notwithstanding any act, deed, matter or thing hereto before done, committed or performed or knowingly suffered by the VENDOR/DEVELOPER at all material times had and still have absolute right, perfect title and indefeasible authority to grant, convey, sell and assign the undivided proportionate share in land and flat and parking space in "Ekta Avalon" and every part thereof to the Purchaser and that the same is free from all encumbrances, charges, mortgages, lien, claim, and demand of whatsoever nature.*
3. *That the VENDOR/DEVELOPER does hereby further covenants with the Purchaser that he/she shall hold, possess and beneficiary enjoy the same and every part thereof and may get his/her name mutated in the records of the concerned Circle Office, Ranchi and whatsoever else that may be felt necessary and expedient.*
4. *That the VENDOR/DEVELOPER does hereby deliver to the Purchaser all evidence and writing relating to the possession and custody of the Schedule Flat, parking space and undivided share in the land hereby conveyed and the VENDOR/DEVELOPER and/or any person claiming under him do hereby covenant with the Purchaser that the VENDOR/DEVELOPER have lawfully seized and possessed the Schedule Flat free from all encumbrances and they have absolute authority to the Schedule Flat in the manner aforesaid.*
5. *That the Purchaser after taking possession of the Schedule Flat shall be liable to abide by the rules and regulations of the Government, Authority, Committee constituted by the flat owners, if any, and the terms and conditions mentioned in this deed and shall also be liable to pay all relevant taxes, fees, payment, proportionate land revenue for the proportionate undivided share in the land mentioned hereinabove and in*

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Satish Kumar

Director

respect of the flat as fixed by the Government from the date of execution and registration of the sale deed in respect of the Scheduled Flat.

6. That the said Flat shall be used and occupied by the Purchaser, successors, assigns, transferees, legal representatives and/or legal heirs, notwithstanding anything contained herein the Purchaser shall have full and absolute right to use the said flat by the Purchaser, or family members or through tenant, successors, assigns only for residential purpose and not for any other purpose.
7. That the Purchaser shall be liable to bear proportionate share of responsibility or liability arising or occurring in pursuance of or in connection with the common facilities and amenities in the said apartment.
8. That the Purchaser shall be liable for the electricity consumption in respect of the Schedule Flat and for such purpose a separate meter has been installed for recording such consumption.
9. That the Purchaser will share proportionate responsibility as also the liability for the common facilities and amenities collectively with the other purchaser of the other flats in the said building.
10. That the Purchaser shall not do or suffer anything to be done in the said Flat and/or in the said apartment which may cause a nuisance, annoyance or inconvenience to the other occupiers of the said apartment or the adjacent neighbors nor shall use the said flat for any immoral/illegal purpose.
11. That the Purchaser shall have to use the common passage, staircase, parts in the said apartment and/or common amenities and/or facilities with other remaining occupiers of the said apartment.
12. That the VENDOR/DEVELOPER does hereby further covenant that the aforesaid consideration amount for the said Schedule Flat is inclusive of the consideration money for the individual undivided proportionate share in the said land upon which the said Schedule Flat is standing.
13. That the Purchaser's undivided proportionate share in the said land retained shall remain joint for all times with the VENDOR/DEVELOPER and/or other co-owners, occupiers who may hereafter or here before have acquired right, title and interest in the said undivided proportionate share of land is impartible.
14. That the Purchaser shall have full propriety right as the VENDOR/DEVELOPER derived, save/except that of demolishing or committing waste in respect of the land and the building described in the Schedule hereunder in any manner so to affect the other co-owners who prior to this conveyance have purchased and acquired or may hereafter purchase or acquire similar Proprietary rights as covered by this conveyance.
15. That the Purchaser shall also be entitled to sell, mortgage, lease or

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Satish Kumar

Director

otherwise alienate the property hereby conveyed.

16. *That not to throw dirt, garbage, rags or other refuse or permit the same to be thrown on the roof, stack gutters, rain water pipes, drains, landings, staircase, soil pipes, main entrance, passage, parking space or such other portion of the apartment which is generally used or enjoyed by the Purchaser in common with the owners or occupiers of the other flats. That exterior portion of the flat shall not be decorated otherwise than in the manner agreed to by a majority/jointly of the flat owners.*
17. *That the Purchaser has the right to enter into and upon other parts of the apartment for the purpose of repairing, cleaning, maintaining or renewing any such drains, water courses, cables or aforesaid and/or laying down any new sewers, drains, water courses, cables and wires with a little disturbances as possible and making good damage caused and the Purchaser has all the right to use all common facilities and amenities of the said Apartment.*
18. *That the purchaser above named before taking the delivery of possession of the Schedule "B" flat have personally inspected and examined the title deed, fixtures, fitting, materials used in construction and each and every item and after full satisfaction accepted the physical possession.*
19. *That the purchaser have further declared that the purchaser have no any further claim, objection, complain, grievances whatsoever either against the landowner/Developer regarding title of the land and/or material used for construction.*
20. *That the Purchaser shall be liable to proportionate share or responsibility or liability arising or occurring pursuance of or in connection with the common facilities and amenities in the said building such a expenses or maintaining, repairing (a) main structure and in particular the stacks gutters and rain water pipes of the Apartment (b) water pipes, drains, electric cables and wires, laying under and upon the Apartment and enjoyed or used by the Purchaser, occupiers, owners in common with the owners/purchaser of the other flats (c) main entrance, passage, landing and staircase of the Apartment (d) clear and reasonable lighted the passage, landings, staircase and other part of the apartment so enjoyed or used by the purchaser in common as aforesaid and as far as practicable keep the forecourt, way and other parts of the Apartment in good condition (f) parking space (g) water pumps, use of the lifting water (h) a separate common meter has been installed for recording common electric consumption for water pump for purpose of recording consumption of staircase lighting.*

SCHEDULE – A
PARTICULARS OF THE LAND

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All that piece and parcel of land admeasuring the total area of 23911 Sq. ft. equivalent to 54.89 Decimal being portion of R.S. Plot No. 725, marked as Sub-Plot Nos. 725/A area 04 Kathas; 725/B area 05 Kathas; 725/C area 04 Kathas and 725/D area 04 Kathas 10 Chhataks under Khata No. 52, portion of R.S. Plot No. 724 under Khata No. 74 and portion of R.S. Plot No. 723 marked as Sub-Plot Nos. 723/A under Khata No. 74, Revenue Thana No. 267 within Municipal Ward No. 55, situated at village Tupudana, P.S. Hatia at recent Dhurwa, District Ranchi in the State of Jharkhand and for greater clearance shown in RED WASH in the map attached herewith forming part of this Agreement, which is bounded & butted as follows:

North :- Plot No. 721

South :- Part of Plot No. 725

East :- Part of Plot No. 723 & 744

West :- Village Road

SCHEDULE- B
PARTICULARS OF THE FLAT SOLD

All that piece and parcel of Flat No. '.....' having Super Builtup Area ' ' sq.ft. in the '..... Floor' of the multistoried building "Ekta Avalon" with one car parking space on the Ground Floor under Roof alongwith '....' sq.ft. undivided share of land of Schedule "A" land together with all rights, benefits, right of enjoy of staircase, and all other amenities, facilities and convenience delineated by RED WASH in the map attached, forming part of this deed and bounded and butted as follows:-

NORTH -
SOUTH -
EAST -
WEST -

DETAILS OF BUILDING AS FOLLOWS :-

1.	Whether Kutcha or Pucca	:	Pucca
2.	If pucca, whether tiled or RCC	:	RCC
3.	Number of Stories	:	G+6
4.	Area of the Flat out of the total area	:	'..... ' super built up area

EKTA CONTECH PVT. LTD.

Satish Kumar.
Director

5.	<i>The year of construction</i>	:	
6.	<i>A brief description of the nature of sanitary electrical and other quality</i>	:	<i>General Fitting</i>
7.	<i>Area where the building is constructed and its use residential, commercial or Industrial</i>	:	<i>Residential Use only</i>
8.	<i>If on rent its annual rent</i>	:	<i>Not rented</i>
	<i>Cost of the Flat ('.....' sq.ft.)</i>	:	
	<i>Cost of the Land ('....' sq.ft. or decimal)</i>	:	
	TOTAL VALUE	:	

MEMO OF CONSIDERATION

Sl.	DD/Cheque	Bank	Amount
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
Total Amount			/-

CERTIFICATE

Certified that the above mentioned land is not acquired by Government, Semi Government, Armed Force or any other purpose. It is not a land of Forest, BCCL, CCL or ECL. This land is not of Math, Mandir, Girja, Gurudwara, Masjid, Church.

It is also certified that the above mentioned land is not a Kaishar-e-hind land, Gairmajarua Aam land, Gairmajarua Khas Land, Forest/Jungle Land etc.

All the documents and statements presented for registration have been presented

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Director

voluntarily and are true. The onus of any discrepancies or wrong submission will be on the parties who have appeared for registration of the document.

IN WITNESSES WHEREOF the Vendor/Developer has put his signature to these presents on this day month and year first above written at Ranchi.

WITNESSES:

1.

VENDOR/DEVELOPER

2.

**PHOTO, SIGNATURE AND THUMB IMPRESSION OF
PURCHASER**

<i>Little</i>	<i>Ring</i>	<i>Middle</i>	<i>Index</i>	<i>Thumb</i>

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

Typed by:-

Drafted by:-

EKTA CONTECH PVT. LTD.

Satish Kumar

Director