

## **SALE DEED**

This Deed of Sale is made on 3<sup>rd</sup> Day of ....., .....

By

M/s. KAMINI KAUSHAL CONSTRUCTION, a partnership firm, having its office at 2nd floor, Aastha Trade Centre, Q Road, Bistupur, Jamshedpur, District Singhbhum East, within the state of Jharkhand, represented by its partner Mrs. Kamini Kaushal, W/o Mr. Kaushal Kumar Singh, by religion Hindu, Indian Citizen, by occupation Business, resident of 16, Circuit House Area (East), P.O and P.S Bistupur, Town Jamshedpur, District East Singhbhum hereinafter referred to as the "OWNER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) and together collectively referred to as the FIRST PARTY (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

AND

Mr. / Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / of \_\_\_\_\_, aged about \_\_\_\_\_ residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party". WHEREAS:

- A. **WHEREAS** the Developer is the lawful owner of land measuring an area 150 Decimals out of which only 131.0 decimal of land is being used for the development of the Project, in Mouza Tamulia, recorded under khata no. 150, plot no. 743, 744 & 745, P.S. Chandil, District Seraikella Kharsawan ("**Said Land**") which the vendor had purchased by the virtue of a registered sale deed bearing deed no. 925 dated 15.12.2022 registered at the District Sub Registry office at Seraikella.

**AND WHEREAS** the Developer also obtained a building permit for construction of multistoried building over the said land vide Memo no. 0059 dated 19.01.2023, issued by the Saraikela Kharsawan Zila Parishad.

- B. The Said Land is earmarked for the purpose of building a residential project, comprising 3 (Three) multistoried apartments building the said project shall be known as '**AARAKU SINDH I & SINDH II**' ("**Project**");
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- D. The Saraikela Kharsawan Zila Parishad has granted the permission to construct vide building permit Memo no. 0059 dated 19.01.2023.
- E. The Promoter has obtained the final layout plan approvals for the Project from Saraikela Kharsawan Zila Parishad. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

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- F. The Promoter has registered the Project under the provisions of the Jharkhand RERA Act having registration no. ....
- G. AND WHEREAS ALLOTEE/ SECOND PARTY above named in response to offer given by the FIRST PARTY and after inspected the documents related to the said land, the right of the FIRST PARTY, the said building plan, site plan, specification and also after inspecting the said land personally satisfied with them and being desirous to have a residential flat with car parking, proportionate right of common places, common built up area, common utility and of service and property in conformity with site plan. Building plan and specification together with undivided proportionate share of land for consideration and on the cost and such other payment which have been fixed by the FIRST PARTY, approached the FIRST PARTY by expressing his her/their willingness in writing accordingly.
- H. AND WHEREAS the confirming party have been in joint possession and exercising all acts of ownership thereto, to the knowledge of all without any interruption or impediment from any corner and by paying ground rent and other taxes to the superior landlord;
- G. AND WHEREAS on being approached by the second party/purchaser Mr.\*\*\*\*\* , who verified and perused all documents, Building plan etc. and having fully satisfied with those pa pers, the second party agrees to purchase ALL THAT residential flat measuring \*\*\*\*\* sq. ft ,bearing no.\*\*\*\*\* at second floor and one car parking space at ground floor, measuring \*\*\*\* sq. ft., other advantages, benefits, utility services, amenities etc. of the building for a total consideration amount of Rs.\*\*\*\*\*/- (Rupees \*\*\*\*\* ) only, and having discussed in all matters the first party has agreed to sell the above flat and parking and other services etc. to the second party, on such terms more particularly described hereunder written.
- H. AND WHEREAS the parties hereto have jointly agreed to execute a proper Agreement against constructions, sale and purchase of the proposed flat, with parking space, other common services etc. so as to avoid all disputes, and/or misunderstanding, if any, between the parties in future.

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

NOW THIS SALE DEED WITNESSETH AS FOLLOWS:-

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

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2. That the seller hereby covenant with the purchasers that the seller is owner of Schedule – 'A' land and floor area sold herein and the same is in no manner encumbrances by way of mortgage etc. and the purchaser has inspected all the documents regarding the title of property and quality of construction /size and after being fully satisfied with the same has therefore purchased the same.
3. That the purchaser will use common areas by sharing with other occupants of the said Apartment Building. The common area means entrance lobby, lift shaft, plumbing duct, common corridors and passages, common passage for car parking and staircase and set-back area of the Building. Carpet area means the net usable floor area of the flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
4. That the Purchaser specifically agree(s) to pay directly or if paid by the seller then reimburse to the seller on demand all Government charges, levies, any other charges, fees, taxes, etc. presently applicable or leviable in future on the said land and/or the said complex or the said flat.
5. That the purchasers shall bear the cost towards the maintenance charges and also pay other charges towards the watchman, sweeper and under other heads like municipality charges, sewerage, cleaning etc.
6. That the Purchasers further agrees that the reserved parking space(s) allotted to them for exclusive use shall be understood to be together with the said flat and the same shall not have independent legal entity detached from the said Flat. The Purchaser undertakes to park her vehicle in the parking space allotted to her and not anywhere else in the said land.
7. a) The purchaser agrees to become a member of co-operative Housing Society of Association of Purchasers to be formed by all the Flat Owners of .....
- b) The buyers hereby agrees to observe and perform all rules and regulations which the said Co-Operative Housing Society's of Associations may adopt at its inception and from time to time and at all times for protection, maintenance, of the building/ Apartment, municipal by-laws and regulations in force.
8. That the Purchaser shall not at any time demolish the said Flat or any part thereof, nor will at any time make or cause to be made any additions or alterations of whatever nature to the said Flat or any part thereof which may affect the other flat or common areas. The Purchaser shall not change the common colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design save in accordance with the General Schedule there of as is or may be specified by the Society or Association of Buyers.
9. That the said Building shall be known as ..... and this name shall never be changed by the flat Purchaser or anybody else.

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10. Purchaser will have full right to sell, let out, transfer the scheduled property conveyed by this Deed.
11. The Purchaser has undertaken to:-
  - a) Not to throw or store any thing in common areas, not to make noise or cause any nuisance which may cause annoyance to the co-purchasers and /or occupants of other portions of the complex.
  - b) Not to claim any partition or sub-division of the said premises and not to make any partition of the unit in smaller sizes or making separate independent portion of the said unit.
  - c) Not to claim any use of common areas or otherwise ever in respect of the terrace/roof of any nature whatsoever and the said terrace/roof shall always be at the exclusive disposal of the owners/seller as owned exclusively and absolute property with right of making further construction thereon.
  - d) That before execution of this registered Sale Deed the purchaser has fully satisfied herself about the completion of construction work of his Flat and building, about the construction material used in the construction of the said flat/apartment/ Building, about the open area/ setback provided around the apartment building & the actual area of land in possession over which the Apartment Building has been constructed and after satisfying herself about all these matter, the purchaser has agreed to get the Sale Deed executed in her favour.

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

SCHEDULE – 'A'

Description of the land on which the complex " ...." is being constructed.

The piece of land measures in area ..... decimal as per registered Sale Deed no. .... dt. ....situated at ....., Mouza – ....., Thana No. – .., Ward – .., Khata No. – ....., Plot No. – ....., Distt. – ....., owned by .....

he land bounded as follows:-

North	:	.....
South	:	.....
East	:	.....
West	:	.....

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SCHEDULE – 'B'

One ownership flat bearing Flat No. .... in the Building known as ..... measuring Carpet Area ..... sq. ft together with undivided proportionate share in Schedule 'A' Land measuring ..... sq. ft. (Approx). The Lower Ground Floor space will be reserved for car parking spaces suitable for parking of..... Nos. of Maruti Swift Car or other equivalent size cars only. The purchasers named above require to park small cars only i.e. Maruti Swift Car or other equivalent size cars in the parking space at Lower Ground Floor, which is kept, reserved for parking space for the 10 Nos. of flat owners of the Apartment Building.

Location of Flat : .....  
Floor no. : .....  
Note : Lower Ground Floor – Car parking  
Ground, First, Second, Third & Fourth Floors – Residential Flats.  
North : .....  
South : .....  
East : .....  
West : .....

This is to certify that this land do not belong to Government Land, Forest Land and is out of Government Acquired Land.

Certified that contents of this sale deed have been read over by the vendors, confirming party, and explained in Hindi to them who having fully understood the same have executed the deed voluntarily and freely and whose signature and thumb impression are hereby attested.

Drafted by ..... (.....)

Witness:

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