

This Sale Deed is made on this the _____ day of
.....

BETWEEN

HRITAM DEVELOPERS PRIVATE LIMITED (CIN no. U45201JH2015PTC002928) a company incorporated under the provisions of the Companies Act-2013,[Central Act 18 of 2013] as the case may be, having its registered office at Flat No. 601, Block-B, Shivalik Enclave, Oberia Road, Hatia, Ranchi, and its corporate office at Flat No. 601, Block-B, Shivalik Enclave, Oberia Road, Hatia, Ranchi, Represented by its authorized Signatory Uttam Goldar PAN aiupg26781, Aadhar 8983 6096 0604 hereinafter referred to Vide board resolution dated 26-05-2015 as the “**promoter**”

AND

..... (UID- _____) son of
....., by Caste- General, Excluded from
CNT Act 1908, by Faith-, R/o-
..... (hereinafter called
the “**PURCHASER**”) of the **SECOND PART**.

UID No. _____ **PAN:** _____ **MOB:**

The terms and expression DEVELOPER and PURCHASER wherever used in these presents, unless excluded by or repugnant to the subject or context shall always mean and include their respective legal heirs, successors-in-interest, legal representatives, executors, administrators and assigns.

WHEREAS the Land Owners (1) Surendra Prasad Gupta Son of Late Chandrika Shah and (2) Urmila Devi wife of Surendra Prasad Gupta are absolute owner seized peaceful possession and having perfect, right, title and interest over the land measuring an area 16.5 Decimal of land covered under R.S. Plot No. 1091 & 1094, Khata No. 320, situated at Village- Pundag, Thana No. 228, Ward No. 6, Holding No. 038000747436000A2, P.S. Jaganathpur, District- Ranchi, free from all sort of encumbrances, morefully and particularly described in the schedule below;

AND WHEREAS in pursuant of Development Agreement dated 10.12.2021. The Land Owners authorized/entrusted the Developer to construct a multi-storied residential building consisting of 18 numbers of Flats/Dwelling Units/Spread, B+G+4 Floor including car parking known as **CHANDRIKA ENCLAVE** in Village- Pundag, Thana No. 228, Ward No. 36, P.S. Jagannathpur, District- Ranchi on the said property in terms thereof and in accordance with the plan duly sanctioned by RMC vide B.C. Case No. RMC/BP/0540/W36/2021.

AND WHEREAS the Purchaser intended to buy one Flat being Flat No., Floor, measuring Super Built-up Area Sq.Ft., Carpet Area Sq.Ft. (out of Builder Allocations) alongwith one car parking space and all common facilities and amenities in **CHANDRIKA ENCLAVE** and has approached to the Builder. The Builder agreed to sell the said flat on full and final consideration of Rs. _____/-.

AND WHEREAS prior to making the application aforesaid, the

Purchaser has inspected/verified documents of the title of the said property and also seen the approved plan sanctioned by R.M.C. having satisfied himself/herself about the same and has agreed to purchase on ownership basis the above Flat with one car parking space in **CHANDRIKA ENCLAVE** at Village- Pundag, Thana No. 228, Ward No. 36, P.S. Jagarnathpur, District- Ranchi, described in the Second Schedule hereto and herein after for the sake or brevity collectively referred to as the sort floor space including all internal partition walls, all outer walls, 50% of the walls common with the adjacent floor space together with common easements and rights in common parts, the common amenities and common conveniences relating thereto on terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH as follows :-

1. In consideration of Rs. _____/- the Purchaser agreed to purchase and the Builder agreed to sell one flat being Flat No. _____, _____ Floor, measuring Super Built-up Area _____ Sq.Ft. Carpet Area _____ Sq.Ft. with a car parking space in the basement of the demised land of the proposed building namely **CHANDRIKA ENCLAVE**.
2. That the Purchaser has paid to the Developer, a sum of Rs. _____/- through Cheque/RTGS/NEFT vide no. _____ dated _____
3. That it is hereby agreed by and between the parties that out of the total consideration value as mentioned hereinabove, a sum of 5% shall be treated to be as earnest amount as a security amount in favour of the Developer and in the event of default in payments of the balance sum of the consideration amount committed by the Purchaser/Purchasers, the Developer will be entitled to cancel this Agreement and thereby forfeit the same sum of earnest amount, and the Purchaser/Purchasers shall have no claim over the said forfeited amount.
4. The Purchaser shall pay to the Developer, the balance amount for the said flat described in the Second Schedule as per payment

schedule mentioned in the Seventh Schedule hereunder written, and in event of default of the same, then the Developer shall be entitled to forfeit the earnest amount, which is a security for future timely payments of the balance consideration amount.

5. Time of completion of project shall be 36 months from the date of commencement of work. The time shall be extendable by 6 months as a grace period without any financial implication as may happen due to unforeseen circumstances. The above time prescribed under the Contract for Completion of Project will not include any time wasted due to Force Majeure being an extraordinary event of circumstances beyond the control of the Developer, such as a war, strike riot crime, or an event described by the legal term act of God (hurricane, flood, earthquake, volcanic eruption etc.), prevents the Developer from fulfilling his obligations under the contract.
6. In the event of the Purchaser making default in payment of any of the said installments/dues on the respective due dates as aforesaid and without prejudice to the rights of the Developer to treat such default as a breach of this Agreement and cancel this Agreement, and in event of loss caused to the Developer due to non-payment of the balance consideration amount, then the Purchaser shall be liable to pay to the Developer damages by way of interest at the rate of 12% per annum on the amount of the installment/s and/or dues in arrears for the period of the delay in payment of such installment/s and/or dues. However, no interest shall be given to the purchaser against the payment made as part of the consideration of the flat.
7. The Purchaser agrees to pay to the Developer the amount in the manner as specified in the Eighth Schedule hereunder written, and time in that behalf shall treated as the essence of this contract, and in non-performance of timely payment of the

balance consideration amount by the Purchaser/ Purchasers, the instant contract shall at the option of the Developer, shall be cancelled/ terminated/ rescinded by invocation of the forfeiture clause/ with or without claims of damages / loss caused to the Developer, as the case may be. All charges in respect of any additional work or alteration in the flat constructed in the said floor space as may be incurred by the Developer for the Purchaser shall be payable to the Developer before possession/delivery to the Intending Purchaser.

8. That after completion of the said **CHANDRIKA ENCLAVE** a Multistoried Residential Building at Village- Pundag, lajpat Nagar, Ranchi, Jharkhand, the developer shall fix a date for registration of sale deed and possession of the flat/flats to its intending purchaser/purchasers and the same will be intimated to the purchaser thirty days in advance, however possession of the flat shall be given to the purchaser with the registration of sale deed in his favor.
9. That upon receiving full & final payment of the consideration amount of the flat/flats from the purchaser/purchasers; the Developer shall deliver the possession of the flat after execution and registration of sale deed in his/her favour.
10. That the Developer itself or through its nominated Agency shall maintain the **CHANDRIKA ENCLAVE** multistoried Building and shall pay all charges or various Government duties, taxes, security guards, common electric expenses and other miscellaneous expenses relating to the said property, on the amount received from the flat owners or its inmates as to their proportionate share of expenses as MAINTENANCE CHARGE .
11. That from the date fixed as possession date the developer will charge one-year maintenance charge in advance from all flat owners of **CHANDRIKA ENCLAVE** at Village- Pundag,

Lajpat Nagar, Ranchi Jharkhand. The amount thus collected will be treated as Maintenance Charges.

12. The Purchaser, with intention to bring all persons into whomsoever hands the said premises may come, does hereby covenant with the Developer and also on behalf of the FLAT OWNERSASSOCIATION to forward as follows:
- (a) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building or 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 of the Purchaser in this behalf, he/she/it alone shall be liable for the consequences of the breach.
 - (b) Not to use the said premises or permit the same to be used for any purpose whatsoever, other than the flat for residential purpose and car parking space for parking purpose, as the case may be, nor shall the Purchaser use and utilize his/her unit that may cause nuisance or annoyance to occupiers of other premises nor for any illegal or immoral purpose.
 - (c) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the "Said Property" where the said building is situated.
 - (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 flat or on the his/her undivided proportionate share in the land. In case extra amenities have to be provided to the Purchaser at the instance of RMC, the same will be chargeable on that his/her interest in the land and building is not divisible.

- (e) To bear and pay increase in local taxes, water and electric charges, insurance and such other levies, if any, which are imposed by the concerned local authorities and/or other public authority.
 - (f) The Purchaser unequivocally promises and undertakes to regularly pay such sums of period/ OR Agreed Intermittent/OR Monthly payments as Maintenance Costs/ Charges used/ applied for maintenance and running of the office/ common amenities, facilities, personnel's etc. and in case of default the "FLAT OWNERS ASSOCIATION" Society and Developer shall have the absolute right to disconnect or deprive the said delinquent Purchaser from water connection, generator, electric use of common amenities etc till such period until entire amount with interest is not paid.
13. Save and except in respect of the undivided proportionate share or interest in "the Said Property" and save and except the rights in the said flats/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 Owners in his/her favor, the Purchaser shall have no claim or right of anynature in the other flats, floor spaces and areas of the said property and/or said building adjoining above or beneath of his/her unit.
14. The Builder shall execute registered Deed of Sale of the Flat/Flats alongwith the proportionate share in land to the Purchaser by virtue of registered Development Agreement power conferred U/s. 5(1)(2) of Jharkhand Apartment (Flat) Ownership Act 2011.
- (a) The Purchaser shall not make any payments to the Landowners against the said Flat.

- (b) The purchaser shall pay GST Etc. as and when imposed by the Local (Jharkhand Govt.) / Central Government of India
- (c) The registration of the flat/flats of said **CHANDRIKA ENCLAVE** shall be done through the Lawyer of the Developer on the cost and expenses of the Purchaser.
15. The Purchaser shall not let, sublet, sell, transfer assign or part with his interest or benefit of this Agreement or any other Agreement concerning this flat or land property until all the dues payable by him/her to the Developer are fully paid up and a no due certificate is obtained in writing from the Developer, and if the purchaser willing to sale or transfer the said Flat to any other person or persons or get the deed registered in the name of other person or persons in that case, he has to pay Rs. _/- other than the agreement value to the Developer for the transfer of same.
16. Upon possession of the said flat/unit being delivered to the Purchaser, the Purchaser shall be entitled to use and occupation of the said flat. Upon the flat holder taking the possession of the flat he/she shall have no claim against the Developer in respect of any item or work in the said flat which may be alleged not to have been carried out or completed.
17. That PURCHASER/(S) and the VENDORS, both hereby unambiguously and unequivocally, agreed and covenants that the maintenance of the **CHANDRIKA ENCLAVE** residential multi-storied complex alongwith its all appurtenants, common areas, common facilities and common amenities shall be maintained and looked after by an Agency nominated / decided by the BUILDER / DEVELOPER / CONFIRMING PARTY and the PURCHASERS OR the Land Owners shall have no role in its nomination / appointment.
18. That PURCHASER/(S) and THE BUILDER, both hereby unambiguously and unequivocally, agrees and covenants that the

AGENCY nominated by the CONFIRMING PARTY shall be duty bound to maintain, up-keep and look after of the following common amenities in the **CHANDRIKA ENCLAVE** Building complex out of the common fund corpus and monthly maintenance charges: Maintenance of common areas and its electricity, Plumbing, Sewage, Security of the campus, Maintenance of Over-Head Tanks, Septic Tanks, Water-Pumps, Maintenance of the Terrace, Maintenance of common Areas of the Apartments and campus. Maintenance of Generator.

19. That PURCHASER/(S) and the DEVELOPER, both hereby unambiguously and unequivocally, agrees and covenants that the payments of the Municipal Taxes, Electricity Bills of the Individual Flats and Water Taxes shall be the sole and absolute responsibility of the individual Flat-owners/ Purchasers only and none else.
20. That PURCHASER/(S) and the DEVELOPER, both hereby unambiguously and unequivocally, agrees and covenants that the rate of the MONTHLY MAINTENANCE CHARGES shall be charged on the basis of the per square feet area upon the Super Built-up area at such rates as would be determined by the BUILDER/DEVELOPER.
21. That it is hereby covenanted and unambiguously agreed to by the Flat Owners and Purchasers that they shall not change / alter/ modify the design/ colour/ outer-look of any part of the Flat which causes any change / alteration in the out-look of the Multistoried Building and thus the same is hereby prohibited.
22. That the Flat Owners/ Purchasers both hereby covenants and unambiguously agrees that the Confirming Party Or its Nominated Agency shall install a Dish TV/ Satellite TV connection as may be decided Confirming Party OR its

Nominated Agency, and the same shall be binding upon the Flat owners/ Purchasers. The Flat Owners/ Purchasers hereby both covenant and agrees further that they shall not individually install any such Satellite TV connection and shall abide/ utilize and use the Satellite TV connection as decided by the Confirming Party OR its Nominated Agency.

23. The Developer will allot the Parking space in the Ground floor/Upper ground floor as designed in accordance to the plan.
24. Courts at Ranchi will alone have the jurisdiction in all legal matters arising out of or concerning this transaction in case of any dispute between the parties.

FIRST SCHEDULE

All that piece and parcel of land measuring an area 16.5 Decimal of land covered under R.S. Plot No. 1091 & 1094, Khata No. 320, situated at Village- Pundag, Thana No. 228, Ward No. 36, Holding No. 0380007436000A2, P.S. Jagarnathpur, District- Ranchi (Jharkhand) more fully described in the First Schedule below (hereinafter referred to as “The Said Property”).

NORTH : _____
 SOUTH : _____
 EAST : _____
 WEST : _____

MEMO OF CONSIDERATION

Sl No.	Cheque /Detail	Date	Bank Details	Amount
1.				
2.				
3.				
4.				
5.				
6.				
7.				

8.				
			TOTAL RUPEES	

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.

It is also certified that the Vendor not belong to Schedule Tribe or Schedule Caste or Backward Classes within the definition of C. N. T. Act.

All the documents and statements presented for registration have been presented 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 WITNESS WHEREOF, The DEVELOPER and PURCHASER have put their signatures on this Agreement at Ranchi on the ___ day of _____.

WITNESS

DEVELOPER

1.

2.

PURCHASER

Little	Ring	Middle	Index	Thumb

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:-