

SALE DEED

This Deed of Sale is made on Day of January, 20.....

By

M/S RUKMANI PROPERTY PROJECT PRIVATE LIMITED, a company, having its registered office at 2nd floor, Aastha Trade Centre, Q Road, Bistupur, Jamshedpur, District Singhbhum East, within the state of Jharkhand, represented by its Director Mr. Sunder Singh, S/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 **“FIRST PARTY / BUILDER / DEVELOPER”** (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);

IN FAVOUR OF

1.Mr. , S/O Mr Nationality- Indian, both by profession, by faith -, by caste-..... , residing at after called the **SECOND - PARTY** (Which expression shall excluded by or repugnant to the subject or context be deemed to mean and includes his heirs, successors, legal representatives, administrators, and/or its successor, legal representatives and assignees of the **OTHER PART**)

WHEREAS:

WHEREAS the Builder had purchased the land measuring an area 588.4 Decimals, situated In Plot Nos & Khata Nos. as mentioned below Mouza – Hurlong , Thana No – 1201, Jamshedpur East-Singhbhum vide various Sale Deeds out of 588.4 Decimals of land only 521.5 decimal of land has been used for construction of the Building. (**“Said Land”**). Details of land purchased by the Builder is as follows:

DEED NO	PLOT NOS	KHATA NO	DEED AREA	MUTATION AREA	AREA USED FOR CONSTRUCTION
572	1173 1176 1177 1181	15 16	33.05	30.11	30.11
1582	1163 1170 1171	120	31	31	31
2779	157 226	226 228	44	44	44
1735	1173 1175 1176	15 16	33.06	33.06	33.06
3174	1176 1177 1178 1181	15 16	16.53	16.53	16.53
3219	157	226	17	10	10
3705	157	226	17	10	10
3965	157	226	16.66	9	9
3966	237	226	26	26	26
4136	157	226	17.34	10	10
4255	249	120	18	18	18
4441	1162 1163 1170 1171	120	42	42	42
5466	132 158 159 230 236	226 227 230	50	49	20
2698	1166	15	14	14	14
3756	1166 1173	15	15	15	15
4142	229	226	36	36	36
76	250 251 254 1159 1161 1162	120 121	75	75	75
251	1160 255	120 122	24	19	19
3504	1170 1173 1176	120 15 16	62.8	62.8	62.8
		TOTAL	588.44	550.5	521.5

Whereas an Other Land Owner named **AASTHA PROMOTERS AND DEVELOPERS PVT LTD** had purchased the land measuring an area 404.2 Decimals, situated In Plot Nos & Khata Nos. as mentioned below Mouza – Hurlong, Thana No – 1201, Jamshedpur East-Singhbhum vide various Sale

Rukmani Property Project Pvt. Ltd.

Director.

Deeds out of 404.2 Decimals of land only 74 decimal of land has been given for construction of the Building to the Builder namely **M/S RUKMANI PROPERTY PROJECT PRIVATE LIMITED** through 3 development agreement Nos. 4437, 691 & 1249 registered at SRO Jamshedpur (“**Said Land**”). Details of land purchased by the Builder is as follows:

Deed No	Plot Nos	Khata No	Deed Area	Mutation Area	Land Given For Construction
1	1194 1195 1196 1197 1198 1199 1201 1202 1203 1204 1205 1206 1207 1208 1209 1210 1211 1212 1213 1214 1215 1216 1221 1222 1223 1224 1225 1226 1227 1228 1229	249 250	293.2	293.2	12 DEC OF LAND GIVEN FOR CONSTRUCTION IN KHATA NO 250 PLOT NO 1203
4735	1184	329	11	11	33 DEC OF LAND GIVEN FOR CONSTRUCTION IN KHATA NO 329 & 15 PLOT NO 1184, 1241 & 1242
2106	1187 1188 1189 1241 1242	14 15	71	71	
4773	1191 1192	323	29	29	29 DEC OF LAND GIVEN FOR CONSTRUCTION IN KHATA NO 323 PLOT NO 1191 & 1192
TOTAL			404.2	404.2	74 DECIMAL

Whereas the total land used in the construction of the Project is 591.5 decimal.

- A. The Said Land is earmarked for the purpose of building a residential project, comprising several multistoried apartments building the said project shall be known as ‘**ATC ULTIMA**’ (“**Project**”);
- B. 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;
- C. Permission letter for construction on the said land was also obtained from the office of the East Singhbhum Zila Parishad vide Memo No. **ESZP/GH/0185/2024**, Date **02/09/2024**.
- D. The Promoter has obtained the final layout plan approvals for the Project from office of the East Singhbhum 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;
- E. The Promoter has applied for registration of the Project under the provisions of the Act with the Jharkhand RERA.

AND WHEREAS in accordance with the said approved plans the Developer/Promoter has undertaken development of the said land described in the SCHEDULE “A” hereto by constructing thereon the said multi-storied residential apartment complex “**ATC ULTIMA**”

AND WHEREAS the DEVELOPER/ PROMOTER has the sole and exclusive right to sell their allocation and to receive sale price thereof.

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.

Rukmani Property Project Pvt. Ltd.

Signature

Director.

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 **ATC ULTIMA**.
- 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 **ATC ULTIMA** and this name shall never be changed by the flat Purchaser or anybody else.
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.

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Director.

- 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 " ATC ULTIMA " 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

The land bounded as follows:-

North :
 South :
 East :
 West :

SCHEDULE – 'B'

One ownership flat bearing Flat No. in the Building known as measuring Carpet Area sq. ft. (..... square feet) 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. :
 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 (At)

Witness:

Rukmani Property Project Pvt. Ltd.

(Handwritten signature)

Director.