

**SALE DEED**

THIS DEED OF CONVEYANCE made this the \_\_\_ Day of \_\_\_\_\_ 20\_\_ (Two Thousand and \_\_\_\_\_)

**BETWEEN**

**REFORM ESTATES, (PAN : ABEFR9749N)** a Firm having its registered office at **N2/14, IRC Village, Bhubaneswar, Pin - 751015, Orissa** represented through its Partner **Sri. Yogesh Rekhani** S/o: Ramesh Kumar Rekhani, aged about 31 years, Occupation: Business, By Caste : Bania, (Adhaar No. : 8090 5937 5943, PAN: BOJPR3673A, Mob : 9776563257) (Hereinafter called the “**VENDOR**”, which expression unless excluded by or repugnant to the subject or context shall mean and include their Legal Heirs, successors, Successor-in-interest, executors, administrators, representatives, assignees, etc.) of the ‘**ONE PART**’.

**AND**

Ms/Mrs./Mr. .... aged about ..... years’, D/o,W/o, S/o. .... (Aadhaar no. : ....., PAN – ....., Mobile no. ....), Occupation: ....., permanent resident of ....., by

Caste: ..... Hereinafter referred to as the “**PURCHASER(S)**”, which expression shall mean and include her/his/their heirs, executors, successors, representatives, administrators, assignees, etc.) of the ‘**OTHER PART**’.

**AND WHEREAS**, the Vendor is the sole and absolute Vendor and in peaceful possession on that piece and parcel of land having , Plot No: 606, Area: Ac. 0.100 decimals and Plot No: 607, Area: Ac. 0.080 decimals total two full plots measuring an area of Ac.0.180 dec in Mouza- Haridaspur, P.S-Balianta, Tahasil-Bhubaneswar, under the jurisdiction of District Sub Registrar, Khurda at Bhubaneswar more fully and particularly mentioned and described in the Schedule of Property hereunder written and hereinafter referred as "THE SAID LAND".

**AND WHEREAS**, the said land is earmarked for the purpose of development of residential project, comprising area Ac.0.180 dec and the said project shall be known as "**RUDRALAYA**" (“**PROJECT**”).

**AND WHEREAS**, the recorded tenant/owner **Smt Rashmita Mishra alias Pati**, aged about 58 years, W/o: Sri Bamadev Pati, residing At: Naharkanta, Bhubaneswar, Dist Khurda has executed Irrevocable GPA vide Document No: 11082211583, Dtd: 23-08-2022 and Development Agreement vide Document No: 11082213166, Dtd: 23-09-2022 executed at the office of the District Sub-Registrar (Khurda), Bhubaneswar in favour of **M/s REFORM ESTATES**. for the purpose of construction of residential building.

**AND WHEREAS**, the Vendor has all the rights, titles, interests and possession and/or otherwise and sufficiently entitled to deal with the land and transfer /convey the same.

**AND WHEREAS**, the Vendor hereby declares that the said property is free from all encumbrances, litigations, disputes, attachments and charges etc. and the Vendor is in peaceful possession over the same having all rights, titles and interests etc.

**AND WHEREAS**, the Vendor had formulated a scheme/project for construction of residential apartment (building) with various common facilities over the entire land comprising of flats/units, to be sold to prospective purchaser(s) of which the party (ies) in pursuit of the aforesaid objective, the Vendor has constructed the apartment in the

name and style of "RUDRALAYA" as per Building Plan sanctioned by Bhubaneswar Municipal corporation, vide Letter No. ANB/4874/2022 dated 15/09/2022. The vendor agrees and undertakes that it shall not make any changes to these layout plans expect in strict compliance with the section 14 of the RERA Act and other laws as applicable.

**AND WHEREAS**, the Vendor has registered the project under the provisions of the Act with the Odisha Real Estate Regulatory Authority at Bhubaneswar, Odisha vide Registration No. .... dated.....

AND IIIHEREAS, the Vendor has completed the flat/apartment in all respect in terms of agreement dated..... to obtain occupancy Certificate and after completion of the project BMC has issued "Occupancy Certificate" vide Letter No..... on dated .....

**AND WHEREAS**, the Vendee(s) is fully satisfied with the title of the Vendor and the said share in land of the vendor, the construction work, the specification, workmanship, the apartment building plans and other connected documents required under the law in terms of building plan approved and occupancy certificate agreed to execute this deed of sale without any coercion rather in full state of mind.

**AND WHEREAS**, for legal necessity, the Vendor has expressed his intention to convey and transfer the undivided proportionate share and interest in the said schedule property, measuring an area of Ac. .... dec out of total Area Ac. .... dec as more fully described in the schedule of property below with the flat measuring sq.ft. of carpet Area as per RERA assigned as FLAT No..... Floor....., TYpe- .....BHK along with one right to use car Parking bearing No. ...., measuring .....sq. ft. in the Stilt floor of the said apartment, owning absolute right to sell the same to the Vendee(s) in the complex namely "RUDRALAYA". The Vendee(s) has/have accepted the offer and has/have evinced his/her/their willingness to purchase and acquire such undivided proportionate share and interest in the land with the building along with right to use the common Areas for a consideration amount Rs. ..../- (Rupees .....only) excluding GST. Consequently, a contract had culminated by and between the parties by Regd. Agreement, vide. document no ....., dated ..... in the office of the Sub-Registrar, Khurdha, Bhubaneswar. Wherein the total price break up mentioned in the agreement,

application form, allotment letter or any written intimation are towards the cost of the flat and common areas only which does not include plc, garage/parking, electricity etc. charges if charged any will be treated as part and parcel of the common areas as per guidelines of RERA.

**NOW THIS SALE DEED WITNESSETH AS FOLLOWS:**

1. In consideration of an amount of Rs. ....../- (Rupees ..... only) excluding GST, which includes the cost of the flat and cost for common areas only which does not include any other charges like plc, parking f garage, amenities, electricity, facilities etc. as per RERA and the receipt of which the Vendor hereby acknowledges and admits and the Vendor hereby grants, transfers, conveys, assigns and assures unto the Vendee(s) the proportionate undivided share and interest in the land with building along with right to use the Common Areas as set out in the schedule given together with all rights, privileges, appendages and appurtenances attached there to. Resultantly the Vendee(s) shall enjoy and hold the said proportionate undivided share and interest in the land with the building along with right to use the Common Areas absolutely and forever and the Vendor hereby covenant that notwithstanding any act, deed or thing done by him, he has clear and marketable title over the land in question to grant and convey the proportionate share and interest in the land in favour of the Vendee(s), who shall at all times, hereafter peacefully and quietly hold, possess and enjoy the said proportionate undivided share and interest in the land with the building along with right to use the Common Areas as indefeasible owner(s) thereof without any let, interruption, claim or demand whatsoever from or by the Vendor or any person claiming any title or amount to the interest of the Vendor.
2. The Vendor doth hereby declare that the property is not the subject matter of any suits or litigations and the same has not been attached by any court or authority in any proceeding. The land in question has not been notified under any notifications issued under the Land Acquisition Act and there is also no scheme in contemplation or proposal for acquisition of the land for any purpose whatsoever.

3. The Vendor further covenants that the Vendee(s) is/are hereby delivered possession of the proportionate undivided share and interest in the land and building and he/she/they shall have right to exercise all possessor and proprietary rights without any objection from or by the Vendor or any person claiming any title under the Vendor.
4. That, the Vendee(s) hereby agree(s) that the cost of maintenance and repairs of common areas and facilities of the said complex namely "RUDRALAYA" shall be proportionately divided among all the flat owners of the units of the complex and the Vendee(s) shall be liable for payment of Common Area Maintenance (CAM) charges as may be due and payable in order to maintain the maintenance of the project and its facilities including the building, the common areas, the landscapes and other spaces, the parking lots/ spaces, the infrastructure, works, fire-fighting and other systems and the common services and facilities including but not limited to security at the project which shall be in accordance with Bye-Laws of the Society/Association of the Owners.
5. That, the Vendee(s) upon taking over the possession of the said flat/unit shall has/have no complain or claim against the Vendor as to any item of work, quality of work, materials, area/size of the flat or any other ground whatsoever.
6. That, the Vendee(s) is/are responsible and liable to pay and discharge all taxes, rents, charges and other outgoing payable to Revenue, BMC and get his/her/their name muted in the holding no. and pay the holding tax as per norms, urban, CESU, P.H.D., Revenue Dept. and any other government department or any other authorities levied in respect of the property as mentioned in the schedule below.
7. That, the Vendee(s) shall peacefully and equitable possess(s) in common along with other Vendee(s) and enter into retain, hold, use and enjoy the same without any binding or interruptions, claims or demands by or from the Vendor or any of his/ her/their heirs, successors, assigns and representatives or any other person.
8. That the Vendee(s) is/ are at liberty to use and enjoy the common areas and all other facilities provided therein the said apartment namely "RUDRALAYA" like overhead tanks, lifts, common passage, staircases, etc. along with the other Vendees/ flat owners/allottees of the said apartment and the Vendee(s) will not

create any sort of obstruction whatsoever in any manner and remain abide by the terms and conditions as an Apartment dweller.

9. The Vendee(s), his/ her/their heirs, successors, assigns and representatives shall use and enjoy the said property along with other co-owners with the undivided proportionate share and interest peacefully without doing any harm or obstruction to other co-owners.
10. That, the Vendee(s) shall not have any right to make any structural change or alternation in the said building and shall not use the flat in such a manner which may impair the safety of the building or cause any danger, beauty and safety of the building or which may affect the right of other flat owners.
11. That, the Vendee(s) shall not use the flat for any unlawful acts and shall not store inflammable/ explosives, hazardous goods and if it is found so, the other flat owners and Association /Society shall have the discretion to take the said flat owner to the Court of law. The Vendee(s) is/are liable to form an association/society as per the local law for the time being in force and as per RERA and also is/are responsible to keep the flat free even from noise pollution and maintain the common areas which is to be handed over to the Association/Society and all renewals like Fire, CGWA, BDA, P.H., BMC etc. as per the norms is the sole responsibility of the Vendee(s) / Society/Association.
12. That. The Vendee as well as the other similar flat owners shall form an association/society as per the mandates of Odisha Apartment Ownership Act 1982 as well as the rules to be framed there under & shall submit a declaration before the competent authority to be designated by the Govt. the similar owner of the apartment shall also frame by-laws pertaining to the matters specified under section 16 of Odisha Apartment Ownership Act 1982 and every similar owner shall be bound to become the member of such society/association. The Odisha Apartment Ownership Act 1982 & rules and further amendments as applicable as so framed there under shall be binding in the vendee.

**THE VENDOR DO HEREBY COVENANT WITH THE VENDEE AS FOLLOWS:**

1. 1 The interest which the Vendor do hereby profess to transfer subsists and that the Vendor have the good right full power and absolute authority to grant,

sell, convey transfer, assign and assure unto and to the use of the Vendee, the apartment in the manner aforesaid.

1.2 It shall be lawful for the Vendee, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the other provisions hereof, to hold use and enjoy the Apartment and to receive the rents issues and profits thereof without any interruption disturbance claims or demands whatsoever from or by the Vendors or any person or persons claiming through under or in trust for the Vendors AND freed and cleared from and against all manner or encumbrances, trusts, liens and attachments whatsoever created or made by the Vendors save only those as are expressly mentioned herein.

1.3 The Apartment and the Parking Space shall be one lot and shall not be dismembered or dissociated in any manner and the Vendee shall also not be entitled to claim any partition of the said share in the land.

**AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

2.1 Upon formation of the Association, the Vendor shall handover/ transfer to the Association all the rights responsibilities liabilities and obligations with regard to the Common purpose whereupon only the Association shall be entitled thereto and obliged.

2.2 The rules, regulations and/or bye laws of the said association and those that the Association in respect of the Complex or any part thereof.

2.3 The Complex shall bear the name "RUDRALAYA".

2.4 This deed and the agreement for sale executed heretofore contains the entire agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this deed be terminated or waived except by written consent of both parties. In case of any inconsistency or contradiction between the agreements between the parties and this deed, the terms and conditions of this indenture shall prevail.

#### **SCHEDULE OF LAND**

**MOUZA: Haridaspur, P.S: Baliana, Tahsil: - Bhubaneswar DIST : Khurda, Odisha, bearing Khata No: 371/92, Plot No: 606, Area: Ac. 0.100 decimals and**

Khata No: 371/103, Plot No: 607, Area: Ac. 0.080 decimals total two full plots measuring an area of Ac.0.180 dec, Kissam : Gharabari, Status: Stitiban.

**BOUNDED BY:**

NORTH: Plot No. 611

SOUTH: Road

EAST: Plot No. 612

WEST: Plot No.605 & 608

The Area transferred in favour of the Vendee(s) being the proportionate undivided share and interest measuring an Area of Ac..... decimals land out of total area Ac.....decimals against the flat/unit having.....Sq.ft. as Carpet Area as per RERA, assigned as FLAT No- ....., ..... Floor, Type-..... BHK including one right to use Car parking bearing No. ...., measuring ..... sq. ft. in the Stilt floor along with right to use the Common Areas of the apartment named styled as "RUDRALAYA" as per sketch map shown in red colour attached to this Sale Deed of the said apartment.

**VALUATION :**

LAND VALUATION : Rs .....  
(Ac.- Decimal)

VALUATION OF FLAT : Rs .....  
(\_ sq.ft. carpet area As per RERA)

40% Electrical, P.H Sanitary Installation : Rs .....  
and Others charges.

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Total : Rs .....  
GST : Rs .....

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Grand Total : Rs .....  
(Rupees.....only)

**FLAT BOUNDED BY:**

North :  
South :  
East :  
West :



**CERTIFICATE**

Certified that the Vendor do not belong to scheduled caste or schedule tribe community. The Vendee(s) is/are not belonging to Scheduled Caste or Schedule Tribe Community.

Further, certified that the land in question is not within the purview of consolidation proceeding under Orissa Consolidation Holding and Prevention of Fragmentation of Land Act, 1972.

Further certified that the land in question is not a ceiling surplus land within the meaning of Urban Land (Ceiling and Regulation) Act, 1976 or the Orissa Land Reforms Act, 1965.

Further certified that the land in question is not a species Endowment property within the meaning of Orissa Hindu Religious Endowment Act, 1951.

IN WITNESS WHEREOF the Vendor(s) signed this ..... day of ..... in 20..... in presence of following witnesses:

**WITNESSES:**

1.

REFORM ESTATES  
*Yogesh Kishore*  
Partner

**VENDOR/PROMOTER**

2.

**PURCHASER**

**Drafted and typed by**