

SALE DEED

This SALE DEED is made and executed on this ___ day of ___ **20**___ at Puri by:

1. **M/s. PRABHUKRUPA ESTATES & PROPERTIES**, a registered partnership firm, having PAN No. **AAKFP2284P**, having its office at Plot No. 977/1418, Shree Krushna Nilay, Jhunjhunwala Garden, Ashok Nagar, Bhubaneswar - 751009, hereinafter called the **Land Owner**, being represented by its General Power of Attorney Holder and Developer **M/s. PRABHUKRUPA REALTIES PRIVATE LIMITED**, a company incorporated under the provisions of the Indian Companies Act, 1956, and having its Registered Office at Plot No. 977/1418, Shree Krushna Nilay, Jhunjhunwala Garden, Ashok Nagar, Bhubaneswar - 751009, by virtue of document No. 41481101641 dated 09-Mar-2011, registered in the office of D.S.R., Puri through partners (1) Madhusudan Singhari, (2) Jitendra Kumar Patra.

2. **M/s. PRABHUKRUPA REALTIES PRIVATE LIMITED**, having PAN No. **AAF0502Q**, a company incorporated under the provisions of the Indian Companies Act, 1956, and having its Registered Office at Plot No. 977/1418, Shree Krushna Nilay, Jhunjhunwala Garden, Ashok Nagar, Bhubaneswar - 751009,

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represented by its Directors (1) **MADHUSUDAN SINGHARI**, s/o Late Laxminarayan Singhari, aged about 43 years, by Caste: Sevak Brahmin, Occupation: Sevapuja & Business, R/o At: Manikamika Sahi, PS: Puri Town, PO/Dist: Puri, Pin – 752001, PAN No. **ANMPS4830R** & (2) **JITENDRA KUMAR PATRA**, s/o Late Rajendra Nath Patra, aged 37 years, by Caste: Kalinga Vysya, Occupation: Business, R/o Flat C (G+2), Kasturi Estate, Block B, Jhunjhunwala Garden, Ashok Nagar, Bhubaneswar - 751009, PAN No. **ALHPP9108Q**, hereinafter called the **Developer**.

The Land Owner and Developer are hereinafter collectively referred to as the “**VENDORS**” which term shall mean and include all their legal heirs, successors, representatives, administrators, assignees, etc.

. . . . of the First Part.

IN FAVOUR OF

Name ____, having PAN No. ____, aged about ____ years, S/W/D/o ____, by Caste: ____, by Occupation: ____, resident of ____.

hereinafter called the “**PURCHASER**” which term shall mean and include all his/her legal heirs, successors, representatives, administrators, assignees, etc.

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RECITALS

- A. Whereas the Land Owner, under R.S.D. nos. 3696/2008, 3697/2008, 3698/2008 & 3699/2008 registered in the office of D.S.R. Puri, is absolutely seized and possessed of a piece of land situated in Mouza: Kumbharapara, Puri and hereinafter referred to as "the said land" and more particularly described in the Schedule – A hereunder written.
- B. Whereas the said property has been mutated in favour of the Land Owner vide Settlement Appeal Case nos. 449/2008, 450/2008, 451/2008 & 452/2008.
- C. Whereas the Land Owner has got the said property recorded in its name in the last settlement operation and Final 'PATTA' (Record of Rights) has been issued in its name under Sthitiban Khata Nos. 286, 287, 288 & 289 and since then the Land Owner is paying rent to the Tahasildar, Puri till date in respect of the said property.
- D. Whereas the Kisam of plots has been changed to Gharabari u/s 8(A) of OLR Amendment Act-2006 vide OLR case nos. 706, 707, 708 & 709 of 2014 upon payment of requisite conversion fees vide Money Receipt nos. 4037636, 4037637, 4037638 & 4037639 dated 12/11/2014.
- E. Whereas the Land Owner has executed a General Power of Attorney dated 09-Mar-2011, which has been registered as document no. 41481101641, in the office of the D.S.R., Puri, in favor of M/s. Prabhukrupa Realities Private Limited (Developer) for the development of the said land by constructing commercial-cum-residential complex along with certain common utilities and facilities by which the Developer is authorized to sell apartments to prospective purchasers and to receive the sale price in respect thereof.

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- F. Whereas the Land Owner has obtained the building plan approval/ permission from Puri Konark Development Authority (PKDA), under letter no. 883/PKDA dated 29/07/2015 for developing the land by constructing apartments and other structures thereon. The said approval has been obtained in the name of the Land Owner.
- G. Whereas the Developer has completed construction of apartments and other structures over the said land which is named as "RAJENDRA ENCLAVE". The above construction is completed and the Developer has been offering to sell the apartments to the prospective purchasers.
- H. Whereas the Purchaser is desirous of purchasing a fully-finished apartment which is more fully described in Schedule – B given herein below, together with undivided share in the schedule land along with certain common utilities and facilities provided in the building known as Rajendra Enclave and has approached the Vendors, such apartment is hereinafter referred to as the Schedule Apartment.
- I. The Purchaser has inspected all the documents of the title of the Land Owner in respect of the Schedule Land and also about the capacity, competence and ability of the Developer to construct the apartment thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of RAJENDRA ENCLAVE. The Purchaser upon such inspection etc. is satisfied as to the title and competency of the Vendors.
- J. The Vendors have agreed to sell the Schedule Apartment together with proportionate undivided share in land as a package for a total consideration of **Rs. ___/- (Rupees ___ only)** and the Purchaser has agreed to purchase the same.
- K. The Vendors and the Purchaser are desirous of reducing into writing the terms of sale.

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NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:

1. That, in pursuance of the above offer and in acceptance of consideration, the Purchaser has paid the sum of **Rs. ___/- (Rupees ___ only)** to the Vendors herein as per details below, as the total sale consideration of fully-finished Schedule Apartment along with proportionate undivided share of land, as mentioned in the Schedule annexed to this Sale Deed, and the receipt of which is admitted and acknowledged by the Vendors as payment to the Developers.

Cheque bearing no. ____, dated ____, drawn on ____ Bank, ____.	Rs.	0.00
Cheque bearing no. ____, dated ____, drawn on ____ Bank, ____.	Rs.	0.00
Cheque bearing no. ____, dated ____, drawn on ____ Bank, ____.	Rs.	0.00
Total	Rs.	0.00
Rupees ___ only.		

2. That the Schedule Apartment along with the full extent of land of Ac 0.628 decimals referred in the recitals are the absolute property of the Land Owner purchased under the sale deeds as mentioned above. The Vendors, pursuant to the rights granted to it by the Land Owner under the General Power of Attorney dated 09-Mar-2011, does hereby grant, convey, sell, transfer, assign the Schedule Apartment and assure the Purchaser that the Schedule Apartment is free from all encumbrances, charges, cess or attachment of whatsoever nature.
3. The Vendors shall be at liberty to enter into such arrangements as they deem fit with the land owners of adjoining lands and/or procure lands and carry out development project(s) by alienating and

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amalgamation of other adjoining lands without any objection whatsoever from the Purchaser.

4. That the Vendors shall indemnify the Purchaser against all encumbrances, charges, equities whatsoever on the Schedule Property and the Vendors on the request of the Purchaser shall do or cause to be done or execute all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the Schedule Apartment and further part thereof according to the true intent and meaning of the Sale Deed.
5. The Vendors have this day delivered the vacant peaceful possession of the fully-finished Schedule Apartment to the Purchaser and that the Purchaser shall hereafter peaceably and quietly hold, possess and enjoy the Schedule Apartment without any claim or demand whatsoever from the Vendors or any person claiming through or under them.
6. Henceforth the Vendors shall not have any right, title or interest in the Schedule Apartment which shall be enjoyed absolutely by the Purchaser without any let or hindrance from the Vendors or anyone claiming through them.
7. The Vendors hereby covenant that they shall sign, verify and execute such further documents as are required so as to effectively transfer/mutate the Schedule Apartment unto and in favour of the Purchaser in the concerned departments.
8. The Vendors hereby covenant that the Vendors have paid all taxes, cess, and charges to the concerned authorities relating to the Schedule Apartment payable as on the date of this Sale Deed. If any claim is made in this respect by any department/authorities, it shall be the responsibility of the Vendors to clear the same.
9. That it is hereby agreed and understood explicitly between the parties hereto that the Purchaser shall be solely responsible for

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payment of any sales tax, VAT, service tax, GST or any other similar levy that may become leviable with respect to the sale / construction of the apartments under this sale deed.

10. The Purchaser do hereby covenant with the Vendors and through the Vendors with other owners of tenements in RAJENDRA ENCLAVE as follows:
 - a. The Purchaser shall not put forth any independent or exclusive claim, right or title over the land on which the Schedule Apartment is constructed or over the common areas or over the common facilities and shall not undertake any activity which shall amount to inconvenience or disturbance to other owners/residents or carry on any illegal or unlawful activity in the Schedule Apartment.
 - b. That the Purchaser has examined the title deeds, plans, permissions and other documents and the construction and fixtures and fittings fitted and installed in the schedule apartment and is fully satisfied and the Purchaser shall not hereafter, raise any objection on this account.
 - c. That the Purchaser shall become a member of the RAJENDRA ENCLAVE Owners Association that has been / shall be formed by the Owners of the apartments in RAJENDRA ENCLAVE constructed on the Schedule Land. As a member, the Purchaser shall abide by the rules and by-laws framed by the said association which is the administrator, and supervisor of common services (lifts, corridors, passages, staircases, roads, recreational facilities, gardens, drainage, water supply, electricity and other such services) and properties of common enjoyment and shall pay such amounts as may be decided by the association every month for the proper maintenance of the common services. If the Purchaser ever fails to pay maintenance charges for his apartment, the association shall be entitled to disconnect and stop

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providing all or any services to the schedule apartment including water, electricity, etc.

- d. The common facilities and services (lifts, corridors, passages, staircases, roads, recreational facilities, gardens, drainage, water supply, electricity and other such services) and other properties of common enjoyment in the RAJENDRA ENCLAVE, shall vest jointly with the owners of the various tenements/ apartment/ parking space and shall be maintained, managed and administered collectively by the said owners of the various tenements/apartment/store/parking space and/or by the said association and the Vendors shall in no manner be liable, accountable or responsible for the management, administration, maintenance or upkeep of the aforesaid building(s) or the common facilities etc., or on any other account whatsoever.
- e. The Purchaser shall not interfere with / obstruct drainage, sewerage, water supply, electricity, lifts, corridors, passages, staircases, roads and gardens or any other common facility. The Purchaser shall not object the execution of any of the aforesaid works in respect of the common areas and common facilities and shall at all times allow free access for the execution and maintenance of such works.
- f. The Purchaser alone shall be liable and responsible for payment of all levies, rates, taxes, assessment, duties etc., assessed or payable to the Municipal authorities or other local bodies or authorities in respect of the Schedule Apartment from the date of delivery of its possession by the Vendors to the Purchaser.
- g. That the terrace and terrace rights, rights of further construction on, in and around the building, and ownership of areas not specifically sold or allotted to any person shall belong only to the Vendors and the Purchaser shall not have any right, title or claim thereon. The Vendors shall have absolute rights to deal with the

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same in any manner they deem fit without any objection whatsoever from the Purchaser.

- h. That the building complex shall always be called “RAJENDRA ENCLAVE” and the name thereof shall not be changed.
- i. The Purchaser further covenant(s) with the Vendors and through them to the Purchaser(s) of the other premises that he/she/they shall not cut, maim, injure, demolish, tamper or damage any part of the Schedule Apartment or any part of the Schedule Apartment nor shall he/she/they make any additions alterations in the Schedule Apartment without the written permission of the Vendors or other body that may be formed for the maintenance of the Apartments.
- j. That the Purchaser shall keep and maintain the Schedule Apartment in a decent and civilized manner and shall do his/her/their part in maintaining the living standards of the apartments, occupiers at a high level. To this end, inter alia, the Purchaser shall not (i) throw dirt, rubbish etc, in any open place, compound, etc. (ii) use the apartment for illegal and immoral purpose; (iii) use the apartment in such manner which may cause nuisance disturbance or difficulty to the occupiers of the other apartments etc., (iv) store extraordinarily heavy material therein: (v) do such things or acts which may render void, or voidable any insurance on the building or part thereof: (vi) use the premises as an office or for any other commercial purpose. (vii) install grills or shutters in the balconies, main door, etc. (viii) change the external appearance of the building; (ix) install cloths drying stands or other such devices on the external side of the building.

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SCHEDULE OF PROPERTY

A. Schedule of Land

District - Puri, P.S. – Puri Town, P.S. No. 30, Tahasil – Puri Sadar, under the jurisdiction of District Sub-Registrar, Puri, **Mouza – KUMBHARAPARA**, UNIT NO.30, **Khata No. 286** (two hundred eighty six), **Sthitiban, Plot No. 432** (four hundred thirty two), area Ac.0.195 decimals, full plot & **Plot No. 433** (four hundred thirty three), area Ac.0.075 decimals, full plot, **Khata No.287** (two hundred eighty seven), **Sthitiban, Plot No.429/1048** (four hundred twenty nine / one thousand forty eight), area Ac.0.076 decimals, full plot, **Khata No.288** (two hundred eighty eight), **Sthitiban, Plot No.430** (four hundred thirty), area Ac.0.137 decimals, full plot and **Khata No.289** (two hundred eighty nine), **Sthitiban, Plot No.431** (four hundred thirty one), area Ac.0.145 decimals, full plot. Total one Mouza, four Khatas, five Plots and total area Ac.0.628 decimals. **Kisam – Gharabari**, Rent Rs.1884/-, Corresponding to Sabik Khata No. 275/29, Sabik Plot No. 696, further corresponding to Not Final Hal Khata Nos. 248/1, 248/2, 248 and 248/3, Not Final Hal Plot Nos. 429/1048, 430, 432, 433 and 431.

Bounded by:

North : Revenue Plot Nos. 420 & 417
East : Revenue Plot Nos. 434, 435 & 416
West : Revenue Plot Nos. 429 & 429/1048 (P)
South : Revenue Road

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B. Schedule of Apartment

All that fully-finished residential flat portion forming part of apartment complex known as **RAJENDRA ENCLAVE** along with undivided share of land with;

Residential Apartment Type	
Floor Number	
Flat Number	
Super Built-up Area in Square Feet	
Carpet Area in Square Feet (Excluding Balcony)	
Undivided share of Land	

The area transferred in favour of the Purchaser is **Ac. ___** decimals being the proportionate impartible undivided share in the land from out of the total land A0.628 decimals with the building measuring ___ sqft. super built up area assigned as Flat No. ___ on ___ **Floor** of the building complex named as “RAJENDRA ENCLAVE” and marked red color in the plan attached hereto.

Ac. ___ decimals Land Value	Rs.	0.00
Residential Flat No. ___ on ___ Floor , framed structure building measuring ___ sqft (Super Built-up Area) with Vitrified flooring	Rs.	0.00
Dado ___ Rft.	Rs.	0.00
E.I. & P.H.	Rs.	0.00
Total	Rs.	0.00

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IN WITNESS WHEREOF the Vendors and Purchaser have signed and executed this Sale Deed on the ___ day of ___ 20___ first hereinabove mentioned.

Signature of Vendors

Signature of Purchaser

We the Vendors and Purchaser declare that we do not belong to Schedule Caste or Schedule Tribe Community.

Signature of Vendors

Signature of Purchaser

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WITNESSES:

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Certificate

Certified that the executants are my clients and the content of this deed is drafted to my dictation as per the instruction of the Executants and thereafter the same is computerized.

Advocate, Puri

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