

**SALE DEED FOR Rs...../-**

This Deed of Sale executed on this the ..... DAY of ..... 2017 at Coimbatore

BY

M/s.PRAGA INDUSTRIES PRIVATE LIMITED, (CIN.U02520TZ1954PTC000144), (PAN.AACCP0171C) (Ph.No.0422-2220230) a Company incorporated under the provisions of the Companies Act 1956, having its Registered Office at No.293, Race Course, Coimbatore - 641 018, represented by its Power of Attorney M/s.SREEVATSA REAL ESTATES PRIVATE LIMITED, a Private Limited Company, (CIN.U70101TZ1995PTC005875), (PAN.AADCS0177J), (Ph.No.0422-2432184) a Company incorporated under the provisions of the Companies Act 1956, and carrying on business with its Registered Office at No.8/2, Mettupalayam Road, Coimbatore-641 043, represented by its AUTHORISED SIGNATORY \_\_\_\_\_ (PAN. \_\_\_\_\_), (Aadhar No. \_\_\_\_\_), (Mobile No. \_\_\_\_\_), S/o. \_\_\_\_\_, duly constituted by registered Power of Attorney dated 29<sup>th</sup> November 2016 and registered as Document No.6844/2016 in the office of Joint I Sub-Registrar, Coimbatore Joint I, Coimbatore, hereinafter referred to as 'VENDORS' (which expression shall wherever the context so admits include the VENDORS' heirs, successors, legal representatives, executors, assigns and administrators)

TO AND IN FAVOUR OF

Mr....., S/o.Mr....., (PAN ..... ) (Aadhar No. \_\_\_\_\_), (Mobile No.....) aged about \_\_\_\_\_ years, residing at No....., hereinafter referred to as the 'PURCHASER' (which expression shall wherever the context so admits include the Purchaser's heirs, successors, legal representatives, executors, assigns and administrators)

WITNESSETH AS FOLLOWS:

Whereas the Vendors had derived the property measuring 4032 sq.mts more fully described in Schedule 'A' hereunder from M/s.The United Coffee Supply Co Ltd, under sale deed dated 30.06.1971 and registered as Document No.2298 of 1971 in the Office of Joint I Sub-Registrar, Coimbatore Joint I, Coimbatore.

Whereas the Vendors are in possession and enjoyment of the said 'A' Schedule property as sole and absolute owner thereof.

Whereas the total extent of 4032 sq.mts of land has been earmarked for the purpose of building a residential multistoried apartment buildings comprising of ONE Tower having ONE Block with NINE Floors having 44 apartments and 4 Pent houses with amenities and facilities. and the said project shall be known as SREEVATSA LiAnCa.

Whereas the Vendors have appointed the Promoters M/s.Sreevatsa Real Estates Pvt Ltd, Coimbatore to develop the property and construct residential apartments thereon.

Whereas the Vendors through the Promoters got it approved by LPA, Coimbatore vide letter No.6808/2015/LPA-3 dated.20.09.2016 bearing No.147/2016.

The Purchaser had entered into a registered construction agreement dated \_\_\_\_\_ with the Promoters for construction of a residential apartment for the Purchaser which has been registered as Document No.\_\_\_\_\_ of \_\_\_\_\_ in the Office of Joint I Sub-Registrar, Coimbatore Joint I, Coimbatore.

Whereas the Vendors have agreed with the Purchaser for absolute sale to the Purchaser of undivided share of land measuring ..... sq.ft or ..... sq.mts of undivided part of land in Schedule 'A' property, more fully described in Schedule 'B' hereunder for a total consideration of Rs...../- (Rupees ..... Only).

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

In pursuance of the above mentioned construction agreement and in consideration of the sum of Rs...../- (Rupees ..... Only) paid by the Purchaser to the Vendors in the presence of witnesses to this deed the receipt of which payment the Vendors doth hereby acknowledge, the Vendors hereby convey, transfer and assign all that property more fully described in Schedule 'B' hereunder together with all rights, ways, liberties, privileges, easements, advantages, appurtenances whatsoever with regard to the property hereby conveyed and all the rights, title, interest and property-claim and demand whatsoever of the Vendors unto or upon the said property and every part thereof, to have and to hold the property hereby conveyed unto the Purchaser in the manner aforesaid.

And the Purchaser will hereafter peacefully hold, use and enjoy the 'B' Schedule property as the Purchaser property without any hindrance, interruption claim or demand by or from the Vendors and all persons claiming under the Vendors. And that the Vendors and all persons claiming under the Vendors shall and will from time to time upon the request and cost of the Purchaser do and execute

or cause to be done or executed all such acts, deeds and things whatsoever for further and more fully and perfectly assuring the said property and every part thereof unto the Purchaser and placing the Purchaser in possession of the same according to the true intent and meaning of these presents as shall or may be required.

The Vendors and the authorized Agents and Nominees of the Vendors shall always have the right, power and authority to dig, lay and repair the water pipe lines, sewerage and drain pipe lines, telephone cables and wires and electricity cables and wires in, over, under or upon the land that is being sold by the Vendors to the Purchaser herein for providing and for the proper maintenance and upkeep of the aforesaid common amenities being provided to the various flats, and tenements being constructed over the said land.

The Vendors hereby covenant with the Purchaser that the interest hereby conveyed subsists and the Vendors have absolute title and power to transfer the same.

The Vendors hereby covenant with the Purchaser that there are no litigations pending before any Courts of law with respect to the said land, Project of the Apartment.

The Vendors hereby covenant with the Purchaser that there is no subsisting encumbrance whatsoever over the property hereby conveyed nor have the Vendors subjected the same to any encumbrance whatsoever and that the property hereby conveyed is sold free of all encumbrance.

The Schedule property is not the subject matter of HUF and no part thereof is owned by any minor and/or no minor has any right, title and claim over the schedule property;

No Notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Vendors in respect of the said land.

The Vendors further covenant with the Purchaser that the land allocated for construction of 44 apartments and 4 Pent houses in the 'A' Schedule land will always remain impartible and the Vendors have delivered symbolic possession of the 'B' Schedule undivided part of land to the Purchaser.

The Vendors hereby agree to keep indemnified the Purchaser from and against all losses, damages, costs or expenses which the Purchaser may sustain or incur by reason of any adverse claim being made by anybody to the said property.

The Vendors have this day delivered to the Purchaser the xerox copies of the title deeds and other connected documents pertaining to the property hereby conveyed.

The Power of Attorney is still in force as on date. The persons who have executed the Power of Attorney are aware of this Deed of Sale.

### DESCRIPTION OF PROPERTY

#### SCHEDULE - 'A'

Coimbatore Registration District, Coimbatore Sub-Registration District, Coimbatore Taluk, Puliakulam Village, within the Municipal Limits of Coimbatore in Race Course Road, in T.S.No.1442 Survey Ward No.1 of a total extent of 2 Acres 97.14/16 cents. In the above extent, 1 Acre and 97.14/16 Cents has already been sold and the balance of 1 Acre (One Acre) on the southern side with the following boundaries

South by	T.S.No.1443/1
North by	T.S.No.1442/2
West by	T.S.No.1442/2 and 1441
East by	Race Course Road

Admeasuring,

East to West on the South	-	220 feet
East to West on the North	-	293 feet
North to South on the West	-	168 feet
North to South on the East	-	185 ½ feet

The above said property admeasuring an extent of 4032 sq.mts of land is covered by this Sale Deed. The property situates within the limits of Coimbatore Municipal Corporation. The new subdivision number is T.S.No.1442/4, Ward No. A(1). The Said land is earmarked for construction of 44 apartments and 4 Pent Houses as per the approvals.

#### SCHEDULE - 'B'

In the Schedule 'A' property in T.S.No.1442/4, an extent of 4032 sq.mts. of land earmarked for construction of 44 Apartments and 4 Pent houses coloured in the plan annexed hereto, an extent of ..... sq.ft or ..... sq.mts of undivided share of

land with the right to use the common amenities, layout roads and all common areas in the layout.

The above mentioned undivided share of land is in Schedule 'A' property and the property is situated in "Sreevatsa LiAnCa" in T.S.No.1442/4, within the limits of Coimbatore Municipal Corporation.

The current market value of the property is Rs...../- (Rupees ..... Only).

In witness whereof both the parties have signed this deed of sale on the day, month and year first above written in the presence of the following witnesses.

**VENDORS  
(BY POWER AGENT)**

**PURCHASER**

WITNESSES:

- 1.
- 2.