

## SALE - DEED

**THIS INDENTURE OF SALE executed on this \_\_\_\_\_  
day of \_\_\_\_\_, 2020 (Two Thousand Twenty).**

**BY**

**M/S. Skyies Infrahome (OPC) PVT. LTD.**, a company incorporated under the Companies Act. 1956, bearing CIN-U45500OR2017OPC027479, having its registered office at HIG-1/14, Kapila Prasad, Nearingaraj Station, PS- Airfield, Bhubaneswar, Dist.-Khordha (Odisha), having PAN-..... represented by its Managing Director Sri Animesh Swain, S/o- Sri Rajkishore Swain, having AADHAAR No. \_\_\_\_\_ by Caste- Khandayat by profession – Business, as Power of Attorney Holder FOR AND ON BEHALF of **1) Rajani Prava Pradhan**, W/o- Late Bairagi Pradhan, by Cast-Khandayat, by profession- House wife, having AADHAAR No. 890624066750, Mobile No.7873920888 **2) Sri Pradyumna Kumar Pradhan**, S/o- Late Bairagi Pradhan, by Cast-Khandayat, by profession- Business, ADHAR No. 524053163667, mobile No.9337296173 both have permanent resident of –At/Po-Panchagoan, P.S-Airfield, Bhubaneswar, Dist-Khurda (Odisha) **3) Smt. Puspita Harichandan alias Pradhan**, W/o- Bijay Kumar Harichandan, D/o- Late Bairagi Pradhan, having ADHAR No. \_\_\_\_\_, residence of At-LIG/1295, Dumuduma Housing Board Colony, P.S: Khandagiri, Bhubaneswar Dist-Khurda, Odisha, Pin-751019, Mobile No.\_\_\_\_\_ vide Regd. GPA bearing Document Nos.11121801708 dtd.21.04.2018, 11121802374 dtd.01.06.2018, 11121801707 dtd.21.04.2018 and Document No. 11121900107 dtd.05.01.2019 registered in the office of Sub-

Registrar, Jatni (here-in-after called and referred as "VENDOR" which expression shall unless excluded by or repugnant to the subject or context shall mean and include his heirs, successors, representatives and assigns) of the ONE PART.

**IN FAVOUR OF**

**MR./MRS.** \_\_\_\_\_, aged about \_\_\_\_ years, S/o. / W/o. \_\_\_\_\_, by caste - \_\_\_\_ by profession - \_\_\_\_\_, having PAN No. \_\_\_\_\_ and AADHAAR No. \_\_\_\_\_ (hereinafter called the "PURCHASER" which expression shall mean and include their heirs, successors, assigns and representatives) of the OTHER PART.

**NATURE OF DEED :-SALE DEED**

**AMOUNT OF CONSIDERATION**

**Rs.** \_\_\_\_\_ ( \_\_\_\_\_ )  
**only**

WHEREAS, the vendor are the joint owners of the property mentioned in the schedule below, having purchased by their grand-father late Bairagi Pradhan from Narendra Nath Singh vide Regd. Sale Deed No. 1408 dtd.19.08.1989 registered in the office of the Sub Register, Jatni in respect of Plot No.2053, Ac.0.330 decimals under Khata No.36 and Plot No.2057, Area Ac.0.755 decimals, Plot No.2056, Area Ac.0.270 decimals, Plot No.2055, Area Ac.0.100 decimals and Plot No.2054, Area Ac.0.060 decimals, under Khata No.469 purchased by their father Golekha Pradhan from Smt. Keli Dei

vide Regd. Sale Deed No. 6465, dtd.20.06.1969 registered in the office of the Sub Register, Bhubaneswar/Puri and after the death of Bairagi Pradhan and Golekha Pradhan, the vendor have got the said property mutated/recorded in their name in the Govt. Records (Tahasildar, Jatni) vide Mutation Case No. 2855/2006 and obtained "KHATIYAN" (Record of Rights) in respect of Khata No.469/261, Plot No.2053, Area Ac 0.330 dcls and Mutation Case No.3152/2008 and obtained "KHATIYAN" (Record of Rights) in respect of Mutation Khata No.469/63, Plot No.2057, Area Ac.0.755 decimals, Plot No.2056, Area Ac.0.270 decimals, Plot No.2055, Area Ac.0.100 decimals and Plot No.2054, Area Ac.0.060 decimals thereof and also got the said property converted from agricultural status to residential (homestead) status i.e Gharabari vide O.L.R. U/s. 8 (A) Case No. 4962/2011 in respect of Khata No.469/261 and O.L.R. U/s. 8 (A) Case No 4893/2011 in respect of Khata No.469/63 and after Smt. Puspita Harichandan alias Pradhan relinquished her share in respect of Plot No.2057, Area Ac.0.755 decimals, Plot No.2056, Area Ac.0.270 decimals, Plot No.2055, Area Ac.0.100 decimals and Plot No.2054, Area Ac.0.060 decimals in favour of Rajani Prava Pradhan and Pradyumna Kumar Pradhan vide Regd. Deed of Relinquishment vide Document No. 11122001183 dtd.02.03.2020, registered in the registering Office, Jatni and the vendor are in peaceful possession over the same without any dispute.

AND WHEREAS, the vendor have been paying land revenue (rent) to the Govt. of Odisha through the Tahasildar, Jatni and obtained receipts thereof.

AND WHEREAS, the vendor have formulated a scheme/ project for construction of Residential Duplexes over the entire land comprising of independent units, to be sold to prospective purchaser (s) of which the party (ies) in pursuit of the aforesaid objective, the vendor have constructed the Duplexes through the Promoter M/s Skyies Infrahome (OPC) Pvt. Ltd., as per the agreements bearing Sl. No. 741 dtd.20.04.2018, Sl. No.1039 dtd.20.04.2018 and Sl. No.742 dtd.20.04.2018 Duplex Project named and styled as "SWARNA BHUMI" (As per lay-out plan) situated at Mouza-Panchagaon as per the Building Plan sanctioned and approved by the Bhubaneswar Development Authority, Bhubaneswar, vide Letter No. 759 dtd.09.01.2020 in file No. LPBA-2327/2018.

AND WHEREAS, for legal necessity and for business, the vendor have expressed their intention to convey and transfer the land in question along with G+1 storied Duplex building, having carpet area \_\_\_\_\_ Sq.Mtr on the Ground Floor and having carpet area \_\_\_\_\_ Sq.Mtr on the 1<sup>st</sup> Floor assigned as Duplex No. \_\_\_\_\_, of the said Residential Duplex Housing Project named and styled as "SWARNA BHUMI" (As per lay-out plan) situated at Mouza-Panchagaon. The purchaser has accepted the offer and has evinced his/her willingness to purchase and acquire such land with the building for a consideration amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only. Consequently, a concluded contract had culminated by and between the parties and the various terms and conditions pertaining to the sale transaction had been mutually agreed upon and settled by and between the parties.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. In consideration of an amount of Rs...../- (Rupees ..... ) has been paid by the purchaser to the vendor, the receipt of which the vendor have acknowledged and hereby admits and the vendor hereby grants, transfers, conveys, assigns and assures unto the purchaser the land in question with building as set out in the schedule given below together with all rights, privileges, easements, appendages and appurtenances attached thereto. Resultantly the purchaser shall enjoy and hold the said land with the building absolutely and forever and the vendor do hereby covenant that notwithstanding any act, deed or thing done by them, they have a clear and marketable title over the land in question to grant and convey the interest in the land in favour of the purchaser, who shall at all times, here-after peacefully and quietly hold, possess and enjoy the said land with the building as indefeasible owner 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 th vendors. The vendor further state that they shall at all times here-after at the request and cost of the purchaser executed or cause to be executed any further acts, deeds, conveyances, assurances for assuring the said land with the building as detailed and delineated in the schedule set out below in favour of the purchaser and the vendor, their heirs, successors shall at all times here-after indemnify and keep indemnified the purchaser against any loss, damage etc., if any, suffered by the purchaser by reason of any defect or

deficiency in title of the vendor or any breach of the declaration her-in-obtained.

2. The vendor do hereby declares that the property is not the subject matter of any suit or litigation 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 notification 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 state and declares that he shall at all times here-after indemnify the purchaser against any claim or demand in respect of the land and building here-under sold or conveyed if advanced by or at the behest of any 3<sup>rd</sup> party or any other person and shall make good any loss which the purchaser may sustain or suffer by reason of any defect in the title of the vendor or on account of any circumstances by which the title of the purchaser may be affected or impaired in any manner.
4. The vendor further covenants that the purchaser is hereby delivered possession of the land and building and he/she 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.
5. That, the vendee is responsible and liable to pay and discharge all taxes, rents charges and other outgoing payable to Revenue, Municipality, urban, CESU, P.H.D., Government and other authorities levied in respect of the property mentioned in the schedule below.

6. That the vendee shall peacefully and equitably possess in common along with other vendee and enter into, retain, hold, use and enjoy the same without any binding or interruption, claim or demands by or from the vendor or any of his heirs, successors, assigns and representatives or any other person.
7. That the vendee is at liberty to use and enjoy the common areas and all other facilities provided therein the said project namely "SWARNA BHUMI" like overhead tank, common passage, etc. along with the other purchasers/duplex owners of the said project and the vendee will not create any sort of obstruction whatsoever in any manner and remain abide by the terms and conditions.
8. The vendee, his/her heirs, successors, assigns and representatives shall use and enjoy the said property and interest peacefully without doing any harm or obstruction to other co-owners.
9. The vendee is also at liberty to get his/her name mutated in the Government, Municipal corporation, GRIDCO, CESU, Revenue Departments, etc, and all other records and pay the taxes, rents and charges in his/her name and obtain receipts thereof.
10. Both the parties have fully understood the nature, content and purport of the transaction as well as recitals spelt out in the different covenants of this indenture.

SCHEDULE OF PROEPRTY

Dist.-Khurda, Tahasil:- Jatni, Sub-Registrar Office, Jatni, PS:-  
Bhubaneswar, Thana No.30, Mouza:- Panchangaon.

SET-I

Conversion Khata No.469/261, Plot No.2053, Ac.0.330 dcml corresponds to Settlement Khata No.36, Plot No.2053, Ac.0.330 dcml, Kisam- Gharabari, Status- Stitiban.

SET-II

Conversion Khata No.469/63, Plot No.2057, Ac.0.755 dcml, Plot No.2056, Ac.0.270 dcml, Plot No.2055, Ac.0.100 dcml and Plot No.2054, Ac.0.060 dcml corresponds to Settlement Khata No.469, Plot No.2057, Ac.0.755 dcml, Plot No.2056, Ac.0.0270 dcml, Plot No.2055, Ac.0.100 dcml, Plot No.2054, Ac.0.060 dcml, Kisam- Gharabari, Status- Stitiban.

Total Two Khatas, Five Plots, Total Area Ac.1.515 dcml

The individual units is identified as Duplex no- \_\_\_\_\_ with Plot Area-\_\_\_\_\_ Sq.ft (Ac-0.0\_\_\_\_\_ decimals.) out of total Project Area Ac.1.515 dcml, Under revenue **Plot No.\_\_\_\_\_**, **Area Ac.0.\_\_\_\_\_ decimals** and having carpet area GF-\_\_\_\_\_ Sq.Mtr, FF-\_\_\_\_\_ Sq.Mtr, at Residential Duplex Housing project as "SWARNA BHUMI" **a Group Duplex Housing Project** situated at Mouza- Panchagaon, Jatni.

Duplex No. \_\_\_\_\_ Bounded By:-

**North-**\_\_\_\_\_, **South-**\_\_\_\_\_, **East-**\_\_\_\_\_  
\_\_\_\_\_ and **West-**\_\_\_\_\_.

The Project is Bounded By: **North**-Plot Nos.354, 355, **South**-Plot No.2052, 2061, **East**- Plot Nos.2026, 2027, 2028 and **West**-Road, Plot No.2058 & 2060.

**CERTIFICATE**

Certified that the land in question is not within the purview of consolidation proceeding under Orissa Consolidation of 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 of Endowment property within the meaning of Orissa Hindu Religious Endowment Act.1951.

IN WITNESS WHERE OF the vendor signed this the day, month and year first above, mentioned, in presence of following witness.

**WITNESSES:**

**1. Signature of the Vendor.**

**2. Signature of the Vendee.**

**DETAILED COST OF Duplex**

**Land Cost (Ac 0.\_ dcl ...Rs.\_\_\_\_\_**

Framed structure residential building  
Total Measuring \_\_\_\_\_ sq.Mtr. built up Area  
with vitrified tiles flooring on

GF-\_\_\_\_\_ Sq.Mtr valued at ... ..... Rs.\_\_\_\_\_

FF-\_\_\_\_\_ Sq.Mtr valued at ... ..... Rs.\_\_\_\_\_

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Total building Cost ... Rs.\_\_\_\_\_

Internal & External EI & PH

GST (\_\_\_\_\_%) ..... Rs. \_\_\_\_\_  
\_\_\_\_\_

Total Cost ... Rs. \_\_\_\_\_

**(Rupees \_\_\_\_\_) only**

**CERTIFICATE**

Certified that the executants of this Sale Deed are my clients and the contents of this deed have been drafted by me as per their instruction and this document has been prepared according to my dictation in my Office.

Banamali Mahapatra,  
Adv,BBSR