

DRAFT COPY OF SALE DEED(Flat)

This Deed of Sale is made on this _____ day of _____, 2021.

NAME & ADDRESS OF THE VENDOR :

(1) **NBER DEVELOPERS** who is a Regd. LLP firm, consisting of two private limited company namely NEELANCHAL BUILT-TECH PVT. LTD., and EVERRISE COMMODITIES (P) LTD., having its Regd. Office at 542, Sahid Nagar, Bhubaneswar, Dist.- Khurda, represented through its designated Partner **MR. CHETAN KUMAR TEKARIWAL** aged about 63 years, son of Late Manalal Tekariwal, having Aadhar No.549912893893; Mobile No.9437470000; being the General power of attorney holder of for and on behalf of (2) **ARNAV CONSTRUCTIONS** is a partnership firm, having its office at Bhabagrahi Lane, Rajabagicha, Cuttack, Dist : Cuttack, PIN-753009, having PAN-AAQFA1880L; represented through its Managing Partner **CHETAN BHUYAN** aged about 46 years, son of Sri Pradyuta Kumar Bhuyan; by Caste: Khandayat, by Profession: Business; Mobile No.9583013136; appointed vide registered GPA Deed No.- 11121901065 dated 27/02/2019, executed before Sub Registrar Jatni, (executed by vendor No.2); (Hereinafter referred to described as the vendor which expression, unless excluded by or repugnant to the subject or context shall mean and include its partners, successors-in-interest, executors, administrators and assignees and collectively referred to as the party) of the FIRST PART.

AND

SRI/SMT/MS _____ aged about _____ years, S/o/W/o/D/o- _____, having PAN- _____ & Aadhar No. _____; resident of _____; by Caste: _____, by Profession: _____; Mobile No. _____ (herein after described and referred to as the PURCHASER / VENDEE which expression shall mean and include his/her/their legal heirs, successors, executors, administrators and assignees of the party) of the SECOND PART.

Valuation : **Rs.** _____ /- (**Rupees** _____) only.

AND WHEREAS the vendor No.1 is a Regd. LLP firm constituted, with the avowed aims and objectives of constructing multi storied buildings comprising of independent flats / apartments with common facilities, amenities, conveniences and common area / utility area, housing colonies comprising of independent houses / cluster of buildings to cater to the needs and requirements of intending purchasers belonging to different strata of Society.

AND WHEREAS

The schedule land in question has been purchased by ARNAV CONSTRUCTIONS (Vendor No.2) through registered Conveyance deed from Satya Narayan Agarwal vide No.11121900960 dated 23/02/2009, from Bijoy Kumar Agarwal vide No.11121900961 dated 23/02/2019, from Bhagwati Prasad Agarwal vide No.11121900959 dated 23/02/2019, from Sheen Agarwal & others vide No.11121900962 dated 23/02/2019 all the deeds are executed before Sub Registrar Jatni. And after purchasing the same the Vendor No.2 has mutated their purchased vide Mutation Case No.2347, 2351, 2355 & 2357 of 2019 and accordingly concerned Tahasildar have issued mutation ROR in its name. The schedule land has been converted from agricultural to homestead vide OLR 8 (A) Case No.458/19. Since the date of purchase the vendor No.2 was/is possessing the schedule land in question mentioned in schedule below peacefully without any dispute having every right, title interest thereover and also paying rent to the Govt. and obtain rent receipt thereof.

Cx Tekariwal
NBER DEVELOPERS.
Designated Partner
GPAH for & on behalf of
ARNAV CONSTRUCTIONS

AND WHEREAS

The rightful land owner namely vendor No.2, had formulated a scheme for construction of a multi storied buildings over the scheduled land consisting of flats/units/plots, with common facilities and amenities and all infrastructural facilities. The construction of a high rise building and marketability of the flats contained therein is a complex job requiring specialized skill experience and expertise. The land owner had given an offer to the vendor No.1 for construction of such multi storied building. The offer having been accepted by vendor No.1, the terms and conditions were crystallized in a comprehensive document styled as Agreement for Development of Land which was duly registered on dated 27/02/2019. It is relevant to state here that under the aforesaid documents, the land owner Vendor No.2 had explicit conferred and vested, absolute right on the vendor No.1, which deals in trade of real estate, to prepare the building plans in consonance with B.D.A. Planning and building standards Regulation, construct and execute the high rise building and deal with and transfer by way of absolute sale specific built up area/ready built flats in the complex with parking space.

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AND WHEREAS

The vendor No.1 by virtue of the delegation of power made by vendor No.2 had taken all relevant steps, right from submission of building plans up till completion of the construction work of the complex in accordance with the approval order issued by the B.D.A. Bhubaneswar vide it's Letter No.20299/BDA dated 27/11/2020 having utilized absolutely it's own financial resources. And the Vendor No.2 (developer) had applied/obtained ORERA project Registration.

AND WHEREAS

As per the basis of arrangements, enumerated in detail above, Vendor No.1 had acquired absolute right, title, authority and has the competency to transfer by way of absolute sale specified number of flats in the complex. Thus vendor No.1 have been selling the ready built flat, which are also very much functional, pertaining to it's allocation, by way of registered sale deeds in favour of the allottees.

AND WHEREAS

The vendor had expressed their intention to transfer by way of absolute sale, a self contained ready built flat / floor space as more fully described and delineated in **Schedule-B** and more explicitly incorporated in the lay out plan attached to the sale deed together with proportionate impartible undivided variable interest in the land which is set out in **schedule-A**. The purchaser / party of the second part have accepted the offer and have clearly expressed his / her / their desire to purchase and acquire a ready built flat bearing **Flat No.____**, in **____ Floor** measuring **Carpet Area** of **____ Sq.ft.** inclusive of proportionate impartible undivided interest **Ac.0.____ dec.** (i.e. **____ Sq.ft.**) out of total extent **Ac.5.240 dec.** in the land for a total consideration of **Rs.____/-** (Rupees **_____**) only.

AND WHEREAS

The purchaser had perused the title deeds, the agreements executed between vendor and the attorney holder the building plan approved by the Bhubaneswar Development Authority and all other relevant documents. The purchaser is fully satisfied that vendor is competent to transfer the proportionate impartible undivided interest in the land and present attorney holder has absolute saleable right to transfer and convey the ready built flat as delineated in the schedule-B. Since the offer made by the vendor has crystallized into a concluded contract and the purchaser had paid the total consideration amount, this sale deed is being executed.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

1. In consideration of an amount of Rs. _____/- (Rupees _____) only which constitute the consideration amount for transferring and conveying the ready built flat together with the proportionate impartible undivided interest in the land as well as other facilities / amenities provided in the complex, the total break up which has been delineated in the **Schedule.-"C"** having been paid by the purchaser (party of the second part) to the Vendor No.1, in shape of Cheque/DD/RTGS, the receipt whereof the vendor doth hereby admit and acknowledge. The vendor hereby transfer, assign and assures unto and in favour of the purchaser the said ready built flat as delineated in the schedule-B and indicated in the lay out drawing attached here to the sale deed, in the multi storied building complex having the name and style of "**NILADRI ARK**" which is completely functional in letter and spirit including all rights easements and benefits, facilities, amenities and conveniences provided in the complex "**NILADRI ARK**" for the beneficial use and enjoyment of the said ready built flats as more fully described in the schedule-B transferred in favour of the purchaser by way of absolute sale together with the proportionate impartible undivided interest in the land as described in the schedule-A inclusive of common facilities and amenities.

2. The vendor further declare and covenant that the purchaser shall enjoy and hold the said ready built flats described in the schedule-B together with the proportionate impartible undivided interest in the land, as set out in schedule-A and the right of use and enjoyment of the common areas, facilities, amenities and conveniences absolutely and for ever. The vendor unequivocally state that notwithstanding any Act, deed or things done, they have absolute right and saleable interest to grant and convey the ready built flats and undivided interest in the land in favour of the purchaser. As a resultant consequence, the purchaser shall possess, use and enjoy the said ready built flats inclusive of undivided interest in the land at all times hereafter peacefully and quietly as the absolute and indefeasible owner thereof, without any let, interruption whatsoever by the vendor or any person claiming any interest under the vendor.

3. The vendor states that they have absolute right, title and competency as well as saleable interest to grant, convey, transfer assign and assure the said ready built flat in the complex "**NILADRI ARK**" together with undivided interest in the land as explicitly delineated in schedule-A and B in favour of the purchaser of the second part. The vendor further undertake that they shall at all times here-after, at the cost and request of the purchaser, if so required shall execute or cause to be executed any further acts deeds, and assurances in favour of the purchaser for removing any deficiency and reassuring the title in respect of the ready built flats hereunder transferred in favour of the purchaser together with the proportionate impartible undivided interest in the land, if the same is considered to be necessary or expedient. The vendor including their legal heirs, successors, successors in interest / assignees shall at all times, hereinafter indemnify or cause to be indemnified the purchaser against any loss, damage or liability which may be suffered by reason of any defect deficiency in the title of the vendor, in respect of the land or their competency to transfer and convey the ready built flats transferred under the sale deed together with proportionate impartible undivided interest in the land.

4. Resultantly, the purchaser shall possess, hold and enjoy the ready built flats together with the proportionate impartible undivided interest in the land hereunder absolutely free from any encumbrances, attachment. The vendor further unequivocally declare that property namely the proportionate impartible undivided interest in the land and the ready built flat in the Complex "**NILADRI ARK**" conveyed 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 property is also not the subject matter of any land acquisition proceeding and no scheme has been formulated by government or even in contemplation by the Government or any other authority in respect of the property.

Cx For review

Dr. Faruq

5. The purchaser shall have the right to exercise all acts of ownership and possession not only in respect of the proportionate impartible undivided share in the land hereby transferred which is a notional legal right but also ready built flat, which remained unsold till date and conveyed under the sale deed evidently in consonance with the rules, regulations in force as well the bye-laws framed by the Co-owners of the ready built flats in the complex, "NILADRI ARK".

6. The vendor further covenant the purchaser shall have the right to use and enjoy the common areas and facilities including open space, passages, stair case , lifts and other amenities, in harmony with other purchaser of flat in the complex "NILADRI ARK" and in consonance with the bye-laws, which may be framed by the society / association of the owners of the flats in the complex "NILADRI ARK".

7. The vendor further covenant that the purchaser is delivered possession of the ready built flat as more explicitly delineated in schedule-B today, the date of execution of the sale deed and the purchaser shall have absolute and unfettered right to use and enjoy the said ready built flat together with the benefits of common facilities as absolute and indefeasible owner thereof in his/her own right.

8. The transaction is an absolute sale and both the parties have fully understood the nature, content and purport of the transaction as well as the recitals spelt out in the covenants of the deed.

In witnesses where, the vendor here unto have set and subscribed their hands and seal on the date first above written in presence of the witnesses named below.

Witnesses:

1.

2

SIGNATURE OF CONSTITUTED
GPA HOLDER FOR VENDOR No.2

SCHEDULE PROPERTY
"SCHEDULE-A"

District- Khurdha, SRO/PS-Jatani, Mouza- Gora Dharmasagar, 1962 Settlement Khata No. 106, Plot No. 343, Area : Ac.5180 decimals and Plot No. 343/367, Are : Ac.0.060 decimals, Kissam : Gharabari, which corresponds to Mutation Khata No. 101/553, Plot No. 343/904, Area : Ac.1.295 decimals, Plot No. 343/367/905, Area : Ac.0.015 decimals; Mutation Khata No. 101/554, Plot No. 343/906, Area:Ac.1.295 decimals, Plot No. 343/367/907, Area : Ac.0.015 decimals; Mutation Khata No. 101/555, Plot No. 343/908, Area : Ac.1.295 decimals and Plot No. 343/367/909, Area : Ac.0.015 decimals. Mutation Khata No. 101/556, Plot No. 343, Area : Ac.1.295 decimals, Plot No. 343/367, Area : Ac.0.015 decimals, and In toto one Mouza, four Khata, eight plots, admeasuring total Area : Ac.5.240 decimals, Kissam- Gharabari, which corresponding to Sabik Khata No. 106, Plot No. 269//351 and 264/351/354. The total area of the project land, developed by vendor No.1 is **Ac. 5.240** decimals .

Bounded By :North : South : East :West :

The interest transferred is propionate impartible undivided interest as enjoined in the Orissa Apartment Ownership Act and the extent shall be **Ac.0.**____ decimals i.e.____ sq.ft. Classification of land Homestead. Rent Rs.10.00paisa.

"SCHEDULE-B"

Delineation of the built of space/flat

Flat No -
Floor -
Type -
Carpet Area - _____ sq.ft.
Flooring -

All that ready built flat in the building complex having the name and style of "**NILADRI ARK**" which is functional in all respect and delineated and marked in the layout drawing is attached herewith to the sale deed.

Dr. Prakash

SCHEDULE-C

Cost of Flat For registration purpose (As per Govt. of Odisha Revenue And Disaster Management Department Letter No. RDM-Reg-Stamp-0001-2014-13656/R&DM dated 10/05/2019)

Valuation of the land (undivided impartible share in the land measuring Ac.0.____ dec.)	-Rs.
Valuation of the Flat (measuring an area _____ Sq.ft. with vitrified tile flooring)	-Rs.
Cost of E.I & PH @ 40% of building cost	-Rs.
Cost of Boundary Wall	-Rs.
GST Amount @ 12%	-Rs.
Total Cost of Flat	-Rs.

CERTIFICATE

Certified that the Vendor does not belong to Schedule Caste or Schedule Tribe Community and Vendee of the said property belongs to Schedule Caste Community.

Further certified that the land(s) in question is not a species of lease hold land of Government and the same is not a ceiling surplus land within the meaning of the urban land (ceiling and regulation) Act, 1976 which stands repealed or Orissa Land Reforms Act, 1965.

Further certified that the land in question is not within the purview of consolidation processing undertaken under the Orissa consolidation of holding and prevention of fragmentation of Land Act, 1972.

Further certified that the land in question is not an endowment property either public or private within the meaning of Orissa Hindu religious endowment Act 1951 or not obtain from Bhudan.

Signature of *Dr. Prakash*
the GPA Holder
for & on behalf of the Vendor

Signature of
the Vendee

Signatures of the **WITNESSES** :

With full Address:

- 1.
- 2.

Drafted & prepared by
Advocate, Bhubaneswar