

SALE – DEED

THIS INDENTURE OF SALE executed on this _____th day of
_____ 2023 (Two Thousand Twenty-Three).

NAME AND ADDRESS OF THE VENDOR :-

M/s. **MY HOME REAL ESTATE & DEVELOPERS**, a registrar of Firms, Odisha prescribed by section 58 (1) of the Indian Partnership Act, 1932. Vide regd. No – 1120202300602, having its Head Office at My Home Real Estate & Developers, Near SBI Main Branch, P.S.-B.N.Pur, Berhampur, Odisha, Pin-760001. Represented by its Managing Partner Sri. Mitendra Bhuyan, aged about 40 years, S/o.Late Gajendra Bhuyan, by caste-Dalua, by profession Business and the Second Partner is Smt. Sabita Jena, aged about 66 years, W/o-Late Gajendra Bhuyan, by profession- House Wife (hereinafter called the “VENDOR” whose expression shall unless excluded by or repugnant to the subject or context shall mean and include his legal heirs, successors, administrators, executors, representatives and assigns, etc.) of the ONE PART.

NAME AND ADDRESS OF THE VENDEE:-

Mr./Ms. aged about years, having PAN No-
..... W/o. by Caste-..... by profession-
..... Permanent resident of ADDRESS..... Odisha.
(hereinafter called as “PURCHASER” whose expression shall unless excluded by or repugnant to the subject or context deem to mean and include his legal heir, successor, administrator, executor, representative and assign) of the OTHER PART.



M. Bhuyan

VALUATION OF THE PROPERTY: -Rs-..... /- (.....)

Whereas, the property situated in **Mouza- Ambapua, Khata No- 442/7110 & Plot No-23, area Ac.0.440 decimals** and **Khata No- 442/7145 & Plot No- 22/8570, area Ac.0.039 decimals**, was in the name of Smt. Sabita Jena, W/o- Late Gajendra Bhuyan, Sri. Mitendra Bhuyan, S/o. Late Gajendra Bhuyan That, the cost of Sub-Plot. No ----- land area of A0..... decimal area is valued at Rs-..... /- (Rupees only)

and the vendor received the entire consideration amount of Rs-..... /- (Rupees.....) from the vendee on the following manner: -An amount of Rs-..... /- (Rupees only) through State Bank of India cheque, no- on from the vendee. The vendor received the above instruments before execution of this sale deed from the vendee towards the full and final consideration money at the office of vendor in presence of the witnesses.

WHEREAS, the vendor is the absolute & rightful owner of the schedule property, which was purchased from W/O videregistered sale deed No-....., Id No executed in the office of SRO, Berhampur. After purchase of the land, the Vendor mutated his name vide Mutation case No-..... and obtained the R.O.R in his name from the Tahasildar, Berhampur. the vendor obtained the approved layout plan from the Berhampur Development Authority (BeMC), **vide First BeMC approval letter No.634/BeMC/Berhampur, Date. 31/05/2022, Revised BeMC approval letter No. 294/BeMC/Berhampur, Date.16/09/23 and Revised approval letter.No.320/BeMC/Berhampur dtd.07/10/2023**(File No: BPA-83/2021) and registered under Odisha Real Estate Regulatory Authority (ORERA), Bhubaneswar vide Registration No.Dtd.....

AND WHEREAS, for legal necessity and expansion of business, the vendor has expressed his intention to convey and transfer the sale land measuring Sqft. Assigned as Sub-Plot No. of the said sub-divisional land layout project namely, **"MY HOME VILLA"** The purchaser has accepted the offer and has evinced his/her willingness to purchase and acquire such sale land for a consideration amount of Rs...../- of Rupees 0000000000 lakhs) only. consequently a concluded contract had culminated by and between the parties.



M. Shreyas

NOW THIS INDENURE WITNESSETH AS FOLLOWS:

1. In consideration of a total amount of Rs. 000,00.00 00 /- Rupees _____ lakhs) only has been paid by the purchaser to the vendor, the receipt of which the vendor has acknowledged and hereby admits and the vendor hereby grants, transfers, conveys, assigns and assures unto the purchaser the sale land 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 sale land absolutely and forever and the vendor doth hereby covenant that notwithstanding any act, deed or thing done by him, he has a clear and marketable title over the land in question to grant and convey the proportionate interest in the land in favour of the purchaser, who shall at all times, here-after peacefully and quietly hold, possess and enjoy the sale land 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 the vendor.

The vendor further states that he/she 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 sale land as detailed and delineated in the schedule set out below in favour of the purchaser and the vendor, its 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 here-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 States and declares that he shall at all times here-after indemnify the purchaser against any claim or demand in respect of the sale land and building here-under sold or conveyed if advanced by or at the behest of any 3rd 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 sale land 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.



M. Bluyar

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 sub divisional land layout namely **"MY HOME VILLA"** like open space, road, STP and Transformer etc. along with the other purchasers/ owners of the said sub-divisional land layout project and the vendee will not create any sort of obstruction whatsoever in any manner and remain abide by the terms and conditions as per Association of Allottees.
8. The vendee, his/her heirs, successors, assigns and representatives shall use and enjoy the said property along with other co-owners 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, TPSODL, Revenue Departments, etc. and all other records and pay the taxes, rents and charges in their names and obtain receipts thereof and the vendee also at liberty to convey the same at his/her sweet will.
10. That the vendee shall not use the land for any unlawful acts and shall not store inflammable/explosives/hazardous/goods & if it is found So. the other land owners & Association/ Society shall have the discretion to take the said land owner to the Court of Law. The vendee is responsible to keep the land free even from noise pollution.
11. That the vendee as well as the other similar land owners shall form an association / society as per the mandates of Association of Allottees as well as the Rules to be framed there under & shall submit a declaration before the competent authority.
12. 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.



M. Sanyal

SCHEDULE OF PROPERTY

District - Ganjam, Tahasil- Berhampur, PS – B.N.Pur, under the jurisdiction of Sub-Registrar, Berhampur, Mouza- Ambapua. **Khata No. 442/7110** (four hundred forty-two/seven thousand one hundred ten) **Plot No.23** (Twenty three) Area **Ac.0.440** decimal and **Khata No. 442/7145** (Four hundred Forty-two/Seven thousand one hundred forty-five) **Plot No. 22/8570** (twenty two/eight thousand five hundred seventy) Area **Ac.0.39** decimal, Total Area – **Ac.0.479** decimal (After gifting land for Existing Road, internal road, open space & civic amenities) Net Plot Area **Ac.0.298** decimal, Kisam – Gharabari.

Plot Bounded by :-

North :

South :

East :

West :

Area Sold Ac..... decsor sqft. Out of area **Ac. 0.298** decimals admeasuring total sold area: Ac..... decimals or sqft. marked as subplot No.....corresponds to respective composite revenue Plot No.....under Khata No... ..and delineated with Red colour in the sketch map attached here with as per approved layout.

BOUNDED BY:-

North:

South:

East:

West:



M. Bhuyan

COST OF SUB-PLOT

1. Land Cost (A.0.-----dec.) Rs. _____,000/-

Total: Rs. _____,000/-

IN WITNESS WHEREOF the vendor signed this deed of sale in his sound mind and free will on this the day of 2023 at Berhampur. in presence of following witnesses.

WITNESSES:

1.

2.

VENDOR

VENDEE

The above named executant is my client and this sale deed has been drafted by me in my office as per the instruction and direction of the Vendor and its contents are read over and explained to both the parties in Oriya and English and they have signed this Sale Deed in my presence after fully satisfied about its contents to be true to their best of knowledge on ____/...0/2023 at Berhampur.



M. Bluyar

Drafted & prepared by me.
Advocate, Berhampur.