

SALE-DEED

This Deed of Sale is executed on this the _____ day of _____, 2022 (Two Thousand Twenty Two), at Bhubaneswar, Odisha.

-BETWEEN-

M/S UTKAL REALTORS PVT. LTD. a Company registered under companies Act, 1956 and having its Registered Office at 777, Saheed Nagar, Bhubaneswar-751007, Dist-Khurda, having CIN-U45200WB1992PTC057133 PAN-AAACH8517Q, represented through its Director **Sri AmitBaid**, aged about 41 years, S/o- BhanwarLalBaid, By Cast: Oswal, By Profession: Business, Aadhaar No. 8130 5996 3378, PAN-AGKPB8234H & Mob:-

9437717777 referred to as the “**Promoter**” (hereinafter called the “**VENDOR/SELLER**” which expression shall unless excluded by or repugnant to subject or context shall mean and include his heirs, successors, representatives and assigns) of the **ONE PART**.

AND

Mr/Mrs. _____, aged about _____
years, S/o _____ or W/o- _____,
(AadharNo- _____ & PAN- _____) residing
at

_____,
by Caste: _____ & by Profession: _____
(hereinafter called as “**VENDEES/PURCHASERS**” which
expression shall mean and include his/her legal heirs,
successors, executors, administrators and assigns) of the
OTHER PART.

CONSIDERATION MONEY: Rs. _____/- (Rupees
_____)Only.

WHEREAS, the Vendor is the absolute & bonafied owner of the residential project named as “**UTKAL LEVELS**” situated under Mouza-**Pahal** under the jurisdiction of Bhubaneswar Sub Registrar, Khurda.

AND WHEREAS, the vendor is the lawful owner of the landed property under Mouza-**Pahal** having **Khata No. 352/238, 352/237, 352/236 & 352/322, Plot Nos. 295, 298, 295/687, 296, 292, 293 & 294** totally admeasuring **Area-Ac.2.0900decimals**, which details described below as

“Schedule of Property”.

WHEREAS, the Vendor purchased the schedule land from the recorded owners vide registered Deed No-11081019541 on dated 13.08.2010, Deed No-11081024065 on dated 04.10.2010, Deed No-11081024061 on dated 04.10.2010 & Deed No-11082214706 on dated 04.11.2022, and accordingly the State Government of Odisha has also accepted rent over the schedule property.

AND WHEREAS, the Vendor became the absolute owner having all right, title, interest and possession and/or otherwise and sufficiently entitled to deal with the land and transfer /convey the same.

AND WHEREAS, the vendor hereby declares that the said property is free from all encumbrances, litigation, disputes, attachments and charges etc. and the vendor is in peaceful possession over the same having all rights, titles and interests etc.

AND WHEREAS, the vendor has constructed a residential building/complex under the name and style of **“UTKAL LEVELS”** comprising of independent flats and units and various common facilities as per the approved building plan by the Bhubaneswar Municipal Corporation vide letter No. **41577**, Bhubaneswar, dated **26.08.2022**.

AND WHEREAS, the vendor has completed the flat/apartment in all respect in terms of the agreement dated _____ to obtain Occupancy Certificate and after completion of the project BDA has issued

“OCCUPANCY CERTIFICATE” vide Letter No.
_____ on dated _____.

AND WHEREAS, the vendee being fully satisfied with the construction work and other connected documents required under the law in terms of building plan approved and occupancy certificate agreed to execute this deed of sale without any coercion rather in full state of mind.

AND WHEREAS, the above named Vendee expressed his/her desire to purchase an undivided proportionate share and interest in the said schedule property, measuring an area of Ac.0.____ decimals (____ Sqft.) out of the total Area-Ac.____ decimals with **Flat No-_____ in _____ Floor, Block-_____,**Type-_____ BHK of the multi-storeyed building named “_____” with the building measuring _____ **Sqft.** carpet area as per RERA assigned as including one car parking bearing **No. _____,** measuring _____sq.ft.in the basement of the said apartment with proportionate impartible undivided right, title and interest in the land and in the common area and facilities in the said project for a consideration money of **Rs._____ /-(Rupees**

_____) only as per concluded contract between the parties vide regd. Document No._____, dated _____ registered in the office of the Sub-Registrar, Khurdha, Bhubaneswar, wherein the total price break up mentioned in the agreement, application form, allotment letter or any written intimation are towards the cost of the flat and common areas only which includes plc, garage/parking, electricity etc. charges charged

if any will be treated as part and parcel of the common areas as per guidelines of ORERA.

NOW THIS SALE DEED WITNESSETH AS FOLLOWS:

1. In consideration of an amount of **Rs.**_____/-
(_____)
only, the receipt of which the Vendor hereby acknowledges and admits and the Vendor hereby grant, transfer, convey, assign and assures unto the Purchasers the proportionate impartible undivided share in the land with building as set out in the schedule given above together with all rights, privileges, appendages and appurtenances attached there to. Resultantly the Purchasers shall enjoy and hold the said proportionate impartible and undivided share in the land with the building absolutely and forever and the Vendor both hereby covenant that notwithstanding any act, deed or thing done by him, he has clear and marketable title over the land in question to grant and convey the proportionate interest in the land in favour of the purchasers, who shall at all times, hereafter peacefully and quietly hold, possess and enjoy the said proportionate impartible undivided interest in the 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 the Vendor. The Vendor further states that he shall at all times here-after at the request and cost of the Purchasers executed or cause to be executed any further acts, deeds, conveyance,

assurances for assuring the said proportionate impartible undivided interest in the land with the building as detailed and delineated in the schedule set out below in favour of the Purchasers and the Vendor, his heirs, successors shall at all times here after indemnify and keep indemnified the Purchasers against any loss, damage etc. if any suffered by the Purchasers by reason of any defect or deficiency in title of the Vendor or any breach of the declaration here-in-obtained.

2. The Vendor doth hereby declare 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 declare that he shall at all times here-after indemnify the Purchasers against any claim or demand in respect of the undivided proportionate interest in the 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 Purchasers 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 Purchasers may be affected or impaired in any manner.

4. The Vendor further covenant that the Purchasers is hereby delivered possession of the proportionate undivided impartible share in the land and building and he 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 Vendees hereby agrees that the cost of maintenance and repairs of common areas and facilities of the said complex shall be proportionately divided among all the flat owners of the units of the complex and the Vendees shall be liable for payment of common area maintenance (CAM) charges as may be due and payable in order to maintain the maintenance of the project and its facilities including the building, the common areas, the landscapes and other spaces, the parking lots/spaces, the infrastructure, works, fire-fighting and other systems and the common services and facilities including but not limited to security at the project which shall be in accordance with Bye-Laws of the Society/Association of the Owners.

6. That, the Vendees upon taking over the possession of the said flat/unit shall have no complain or claim against the Vendor as to any item of work, quality of work, material, area/size of flat or any other ground whatsoever.

7. That, the Vendees are 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 as mentioned in the schedule below.
8. That, the Vendees shall peacefully and equitable possess in common along with other Vendees 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.
9. That the Vendees are at liberty to use and enjoy the common areas and all other facilities provided therein the said apartment namely “_____” like overhead tank, lift, common passage, staircase, etc. along with the other purchasers/flat owners of the said apartment and the Vendees will not create any sort of obstruction whatsoever in any manner and remain abide by the terms and conditions as an Apartment dweller.
10. The Vendees, her heirs, successors, assigns and representatives shall use and enjoy the said property along with other co-owners with the undivided proportionate share and interest peacefully without doing any harm or obstruction to other co-owners.

11. The Vendees are also at liberty to get his/her/their name mutated in the Government, Municipal Corporation, CESU, Revenue Departments etc. and all other records and pay the taxes, rents and charges in his/her/their names and obtain receipts thereof.
12. That, the Vendees shall not have any right to make any structural change/alternation in the said building and shall not use the flat in such a manner which may impair the safety of the building or cause any danger beauty and safety of the building or which may affect the right of other flat owners.
13. That, the Vendees shall not use the flat for any unlawful acts and shall not store inflammable/explosives, hazardous goods and if it is found so, the other flat owners and Association /Society shall have the discretion to take the said flat owner to the Court of law. The Vendee/s is/are liable to form a association/society as per the local law for the time being in force and as per RERA and also are responsible to keep the flat free even from noise pollution and maintain the common areas which is to be handed over to the Association/Society.
14. Both the parties have fully understood the nature, content and purpose of the transaction as well as recitals spelt out in the different covenants of the indenture.

SCHEDULE OF PROPERTY

District-Khurda, P.S.-**Balianta**, Hal P.S.-**Pahal**, P.S. No-**5**,
Tahasil- **Bhubaneswar**, under the Jurisdiction of District
Sub-Registrar,Bhubaneswar, **Mouza-Pahal**.

KHATA NO	PLOT NO	AREA
352/238	295	Ac.0.4900 dec.
	298	Ac.0.0900dec.
	295/687	Ac.0.2500dec.
	296	Ac.0.5100 dec.
352/237	292	Ac.0.4900 dec.
352/236	293	Ac.0.1400 dec.
352/322	294	Ac.0.1200dec.

Grand Total Area-Ac.2.0900 dec.

The Area transferred in favour of the Vendee/Purchasers being the undivided impartible interest measuring Area **Ac._____** decimals i.e. **_____Sq.ft.**as carpet area as per RERA and **Ac. _____** decimals of land in common area. Total land area is **Ac._____** out of **Ac._____** decimals, as per DSRO,Khurdha, Bhubaneswar including terrace assigned as **Flat No-_____** in **Block-____**, **_____Floor, Type-_____ BHK** including one parking in the integrated Basementfloor and common area of the apartment named styled as "**UTKAL LEVELS**"as per sketch map shown in red colour attached to this Sale Deed of the said apartment.

VALUATION

(Ac. _____ Decimal) : Rs. _____/-
Valuation of flat (___sq.ft. carpet area)

Total	:Rs. _____/-
GST 12%	:Rs. _____/-
Total	:Rs. _____/-

(Rupees _____ only)

FLAT BOUNDED BY:

East - _____. West - _____.
North-_____. South-_____.

CERTIFICATE

Certified that the Vendor do not belong to scheduled caste or schedule tribe community. The Vendee/s is/are **not belonging to Scheduled Caste or Schedule Tribe Community.**

Further, certified that the land in question is not within the purview of consolidation proceeding under Orissa Consolidation 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 WHEREOF, the Vendor here-un-to set and subscribed his hand and seal on the date first above written in presence of witness named below,

WITNESSES:

1.

Signature of the Vendor

2

Signature of the Vendees

Prepared by me,

Adv. Bhubaneswar