

S A L E – D E E D

THIS DEED OF SALE made on this the ____ day of _____, 2021
(Two thousand twenty one).
shall mean and include his/her heirs, successors, assigns and representatives) of
the OTHER PART.

(1) MASON ESTATE (INDIA) PVT. LTD., a registered company registered under Indian Companies Act, 1956, having its registered office at Plot No.458, Nayapalli, Madhusudan Nagar, P.S. Sahid Nagar, Bhubaneswar, District- Khurda (Odisha), PIN – 751012, having PAN – AAFCM0207P, represented by its Director SRI SATYAJIT BISWAL, aged about 27 years, S/o. Sri Prafulla Chandra Biswal, by caste – Khandayat, by profession – Business, Mobile No.9937244172, Aadhaar No.9702 9787 5071,(hereinafter called the “VENDOR” which expression shall mean and include their heirs, directors, successors, executors, administrators, assigns and representatives) of the ONE PART.

A N D

SRI/SMT. _____, aged about Years, S/o./W/o....., by caste - _____, by profession - _____, resident of At....., P.O. _____, P.S. _____, District - _____, State - _____, PIN - _____, having PAN - _____, Aadhaar No....., Mobile No..... (hereinafter called the “VENDEE” which expression shall mean and include his/her heirs, successors, assigns and representatives) of the OTHER PART.

WHEREAS, the property situated in Mouza – Injana, Khata No.391/1583, Plot No.1395/2066, area Ac.0.230 decimals, full plot, Khata No.391/1867 corresponding to Mutation Khata No.391/2793, Plot No.1395, area Ac.0.260 decimals, full plot, Khata No.391/1928, Plot No.1394/1716, area Ac.0.092 decimals out of Ac.0.190 decimals and Khata No.391/103 corresponding to Mutation Khata No.391/1646, Plot No.1396, area Ac.0.129.23 out of Ac.0.150 decimals, stands recorded in the name of vendor


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DIRECTOR

Mason Estate (India) Pvt. Ltd., as per Record of Rights published by the Tahasildar, Bhubaneswar in respect to Mutation Case No.16437/14, Mutation Case No.24082/2019, Mutation Case No.3026/2018 & Mutation Case No.7364/2015 respectively and the vendor Mason Estate (India) Pvt. Ltd. got the Plot No.1395/2066, area Ac.0.230 decimals and Plot No.1394/1716, area Ac.0.190 decimals converted from agricultural kism to residential (homestead) kism vide O.L.R. U/s. 8 (A) Case No.3928/2017 & 6753/18 respectively and the property situated in same Mouza – Injana, Khata No.392/228, Plot No.1395/1838, area Ac.0.030 decimals, stands recorded in the name of vendor No.2 Benudhar Rout as per Record of Rights published by the Tahasildar, Bhubaneswar in respect to Mutation Case No.9236/2011 and the vendor No.2 Benudhar Rout got the said property converted from agricultural kism to residential (homestead) kism vide O.L.R. U/s. 8 (A) Case No.1926/2019 and Sri. Benudhar Rout has sold the land area of Ac0.030 decimals from plot no-1395/1838 of khata no-391/228 in favour of Mason Estate India PVT LTD vide RSD document no - 11082104119 dt 19.03.2021. The vendor is in Peaceful possession over the total area Ac.741.23 out of Ac.0.860 decimals, the details of which are given in the schedule below, as absolute owner without any dispute.

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

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

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AND WHEREAS, the vendor has constructed the duplex house project over the schedule property in the name and style of “MASON PARADISE PHASE 1” in accordance with the lay-out plan approved for sub-division of land with duplex housing project from Bhubaneswar Development Authority, Bhubaneswar, vide Letter No.31756/BDA, Bhubaneswar, dated 31.12.2019 in File No.LPBA-406/19.

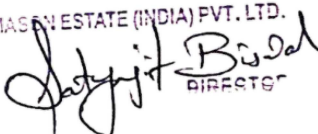
AND WHEREAS, the developer has registered the said project with Odisha Real Estate Regulatory Authority and obtained project Registration Certificate bearing Project Registration Number –

AND WHEREAS the above named vendee expressed his/her desire to purchase an extent of land measuring Ac.0..... decimals i.e. sqft. together with the Duplex House measuringsqft. carpet area assigned as Duplex No.....in the said housing project “MASON PARADISE PHASE 1”, more fully described in the schedule below, with all hereditaments, easements and appurtenances for a sale consideration money of Rs...../- (Rupees) only and the vendee has paid the full sale price prior to execution of this Sale Deed, the receipt of which the vendor has acknowledged and hereby admits

That the vendor indemnify and save harmless from all losses, costs, expenses, disputes, litigation and encumbrances if the vendees sustain or to be put by reason of any defect in title to the property hereby conveyed.

That the vendor hereby sells, conveys, grants, transfers and assigns all right title and interest claims to the use and enjoyment of the vendee, his/her heirs, successors, assigns and representatives etc. absolutely and forever .

That, the vendee shall have the rights to make interior decoration as per his/her choice and for this purpose can modify any inside structure of the duplex house without causing any damage to any other parts, etc. & outer surface.

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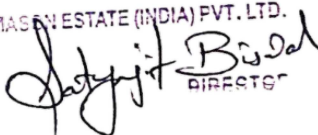
That, in view of the present sale the vendee shall have absolute right from today onwards to create mortgage, apply ad to receive the loan from any financial/private/public/institution by mortgaging this property and can raise loan or can sell or give power of attorney to anybody i.e. private, public, Govt. Trusts, company or any individual person for residential purpose only.

That, the vendee is responsible and liable to pay and discharge all taxes, rents, charges and other outgoing payable to Revenue, Municipality, Urban, TPCODL, P.H.D., Government and other authorities levied in respect of the property mentioned in the schedule below as per Government rule time to time and the said land shall be made by the vendee on pro-rata basis and the same shall be conclusive, final and binding on the vendee. The vendee shall hereinafter develop the scheduled premises in accordance with the rules and regulations of the Bhubaneswar Development Authority, Bhubaneswar and or any local authority so far as his/her extent of land is concerned at his/her own costs, expenses and responsibility to the best satisfaction of such authorities.

That the vendee shall not be entitled to make any addition/alteration in the said duplex house hereby sold without the prior permission of the concerned authority and shall also abide by all the applicable laws, bye-laws, rules and regulations of Municipal/Panchayat/any other local authorities and Government Authorities as also the terms of the Government License and shall be responsible for all deviations, violations or rules and regulations governing the said property.

That, it is hereby expressly agreed and understood between the parties hereto that, this sale deed is only in respect of the area allotted to him/her and the Duplex constructed over the said area along with common area facilities.

The vendee shall only have the right, title and interest over the land portion and the duplex house transferred herewith in his/her favour.

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That, the Vendee shall have no right, title or interest of any kind in respect of any of the common spaces, roads and open space or any other portion of the housing project except its common use and except the duplex house and land area hereby sold. However, the vendee and his/her invites shall have the right to ingress and egress to the said property by the use of common areas and facilities. The overall control of the housing project and the land shall remain with the vendors until the same is duly handed over to the society / association so formed among the owners of the Duplex Project.

That, the vendee shall not use the duplex house and land area hereby sold for storage any hazardous, inflammable or obnoxious/contraband material or which are likely to effect influence the inhabitation of the said housing colony likely to cause any annoyance or inconvenience to the neighboring owners/occupants of the said housing project.

That, the vendee shall not throw or accumulate dirt, rubbish, rags or refuse or permit the same to be thrown in the duplex house or in any of the common areas of the said housing project.

That, the vendee shall also be liable to pay any charges, levies, etc., imposed by the Govt. or local authority for any external / peripherals / services to be provided to the colony and any other charges on pro-rata basis according to the area of the duplex house as may be intimated by the vendor/society to the vendee.

That, the vendee shall maintain at his/her cost the duplex house hereby sold in good condition and shall not do any act or indulge in any negligence so as to damage any part of the said project. In case of any loss or damage being caused to the duplex house hereby sold or any other portion of the building which is attributable to the neglect of the vendee, she/he shall be liable to make good the same.

That the vendees shall peacefully and equitably 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 their heirs, successors, assigns and representatives or any other person .

That the vendee is at liberty to use and enjoy the common areas and all other facilities provided therein the said housing project namely “MASON PARADISE PHASE 1” and remain abide by the terms and conditions of the association of the duple house dwellers.

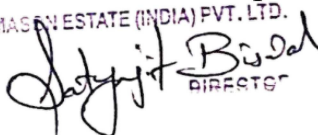
The vendee is also at liberty to get his/her name mutated in the Government, Municipal and all other records and pay the taxes, rents and charges in their names and obtain receipts thereof.

The vendee, his/her heirs, successors, assigns and representatives shall use and enjoy the said property , the common road and all common amenities and enjoy peacefully with other co-owners without doing any harm or obstruction to other co-owners.

That the expression “VENDORS” and “VENDEE” herein before used shall mean and include their heirs, successors, assigns and representatives also.

SCHEDULE OF PROPERTY

District – Khurda, P.S. New Capital, Hal P.S. – Mancheswar, P.S. No.21, Tahasil – Bhubaneswar, under the Jurisdiction of D.S.R. Khurda, Bhubaneswar. Mouza – INJANA, Khata No.391/1583, Plot No.1395/2066, area Ac.0.230 decimals, full plot, Khata No.391/1867 corresponding to Mutation Khata No.391/2793, Plot No.1395, area Ac.0.260 decimals, full plot, Khata No.391/1928, Plot No.1394/1716, area Ac.0.092 decimals out of Ac.0.190 decimals and Khata No.391/103 corresponding to Mutation Khata

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No.391/1646, Plot No.1396, area Ac.0.129.23 decimals out of Ac.0.150 decimals, and Khata No.392/228, Plot No.1395/1838, area Ac.0.030 decimals, full plot. Total one Mouza, five Khatas, five Plots and total area Ac.741.23 decimals out of Ac.0.860 decimals, all Kisam – Gharabari.

COMMONLY BOUNDED BY :-

North – Revenue Plot No.1394 (P) and Plot No.1396 (P)
South - Revenue Plot No.1441 & 1442
East - Revenue Plot No.1397 & 1398
West - Revenue Plot No.1360 & 1361


Property remain transferred in favour of the vendee in Sub-Plot No....., measuring area Ac.0..... decimals i.e. Sqft. along with Duplex House No....., measuring sqft. built up area of the housing project named and styled as “MASON PARADISE PHASE 1” as per the approved lay-out plan.

COST OF DUPLEX HOUSE

Land value (for Ac.0..... dec.	Rs.
Carpet area sqft. (RCC roof with vitrified tiles flooring)	
Valued at	Rs.
Total	_____
Electrical and PHD Fittings	Rs.
Grand Total	Rs.

DECLARATIONS

1. We, the vendor and vendee of the said property do not belong to Scheduled caste or Scheduled tribe community.
2. The land hereby sold is neither publicly endowed nor is covered under consolidation operation.
3. The land is not a Govt. lease hold land.

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4. The land is not been obtained from “Bhudaan” and is a land with building as pre the Annexure.
5. I, the vendee does hereby declare that I have reasonably enquired and verified the documents relating to the right, title and interest of the vendor and have purchased the property on payment of full consideration.
6. We, the vendor and vendee hereby declare that we, being read out the contents of the sale deed and being explained, have satisfied as about the correctness of the recitals of the same as true and correct, do hereby executed the sale deed with our clear volition without any duress inducement, allurements or any kind of promise or extraneous influence on either or both part to sell and purchase the property.

IN WITNESS WHEREOF the vendors and vendee signed this the day, month and year first above, mentioned , in presence of following witnesses.

WITNESSES :

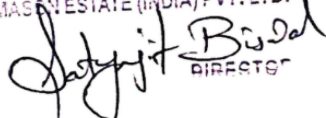
1.

2.

VENDOR

CERTIFICATE

Certified that the vendor and vendee are my clients and as per their instruction I prepared this sale deed. I have read over and explained them all the facts in vernacular language understood by them and after fully understanding same, they put their signature on the respective column.

MAS ESTATE (INDIA) PVT. LTD.

DIRECTOR

Prepared by me.

Advocate, Bhubaneswar.