

FORMAT OF SALE

This indenture of convey deed is executed on this day of2021

Between 1) Prafulla Kumar Samantaray, aged about 55years, 2) Prahalad Samantray, aged about 51 years, 3) Pitabas Samantray, aged about 46years, all are sons of Parendra Samantaray all are of vill/Po/P.S- Chandaka, Dist- Khurdha, & **M/S SUBASINI BUILDERS**, CIN no- 18201800794/2018, Pan no- ADQFS8303R having its registered office at-Plot no- N5/60, IRC village, Nayapalli, Bhubaneswar-751010 **represented through its Managing Partener RASABIHARI PRADHAN** aged about 34 years, son of Bhagaban Pradhan, by cast- Khandayat, by profession- Businessman, Adhar no- 3143 2500 1757, PAN- BDGPP3683J Authorized vide board Resolution number I-302, date- 30 June 2021 as the absolute owner of the property mentioned in the Schedule-A below by virtue of Regd Sale Deed No 1131806708, dated 03/08/2018 before the Sub-Registrar. Khandagiri, Read With registered power of attorney no- 1132000649, dated. 22.01.2020, subsequently rectified Power of attorney no- 1132107063, dated. 18-06-2021 before **Promoter/Land** owner.(Here in after called and referred as “**Seller**” which expression shall unless excluded by or repugnant to, executer, the subject or context shall mean and include their heirs, successors, representatives and assignee, etc) of the **First Part**

AND

SRI / SMT., aged about years, S/o / D/o –....., resident of, Dist-....., Pin-....., By Caste –....., by profession –, having his / her PAN N0-....., (which expression unless excluded by or repugnant to the subject or context shall deem to mean and includes his/her/their heirs, executors, administrators, representatives & assigns) hereinafter called the Party of the **PURCHASER / SECOND PART.**

AND WHERE AS, the Second Party **SRI / SMT.**, has booked a Sub Plot bearing No-....., having Plot area **Sft. in RUDRANSH GREEN VILLA** in his/her name on **Dt.** With the Present New Builder **M/S SUBASINI BUILDERS.**

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Rasbihari Pradhan
Managing Partner

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AND WHEREAS, the present SELLER/BUILDER, the party of the First Part is to develop the said property. The purchaser/s would pay the cost of the allotted plot to the Developers/SELLER upon making such payment by the intending purchaser/s to DEVELOPER/SELLER, after receiving of 100% of total consideration amount from the Second Party, the First Party shall execute the proper deed of sale/conveyance in respect of the allotted plot to be acquired by the intending purchaser/s in the manner as aforesaid.

AND WHEREAS, the purchaser/s has/have approached the present DEVELOPER /SELLER sale the developed land as described in the schedule of property.

AND WHEREAS, THE PRESENT DEVELOPER/SELLER has agreed to convey the entire undivided, proportionate, and variable, impartibly share in the land, the total land is more fully described in **Schedule of property**.

AND WHEREAS, the purchaser/s has/have accepted the title of the Owner to the said property as shown in the Record of Rights and Records in respect thereof and the documents referred to in the title (Schedule of Property).

AND WHEREAS, the purchaser/s has / have examined and approved layout plan as per the stated in Schedule 'A'.

And the land Owner/First Party agreed to transfer and cause to convey the said Plots in all respects absolutely free hold and free from encumbrances in favor of the purchaser/s 2nd Part.

WHEREAS after receiving an amount of 100% (Hundred percent) of total consideration amount from the 2nd Party, the First Party shall execute proper deed of sale / conveyance transferring the right title and interest in respect of the proportionate undivided, impartibly, invisible common share or interest in the said land allotted plot Along work in favor of the purchaser(s)/ Land owner(s). The land is more fully described in Schedule-'A' annexed hereto.

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Rachinaci Pradhay
Managing Partner

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AND WHEREAS, the vendors do hereby declare that the property is not the subject matter of suit or litigation and the same has not been attached/pending for auction 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 land for any purpose whatsoever.


AND WHEREAS the vendor's further covenants that the vendee is hereby delivered the peaceful physical possession on dt. **XXXXXX** Of the proportionate undivided importable share in the land and building and he/she shall have right to exercise all legal possessor and proprietary rights, title interest, possession without any objection from or by the vendor or any person claiming any title under the vendors.(copy of the possession certificate attached)

That the vendee is responsible and liable to pay and discharge all taxes, rents, charges and other outgoing payable revenue, Municipality, Urban, TPCODL, P.H.D, Government and other authorities levied in respect of the property mentioned in the schedule below.

That the vendee shall peacefully and equitably possess in common area along with other vendee and enter into, retain, hold, use and enjoy the same without any biding or interruption, claim (in future also)

That the vendee is at liberty to use and enjoy the common areas and all other facilities provided therein the said plotted project namely "**Rudransh Green Villa**" like common road, common passage, drainage, sewerage etc. along with the other vendees/plot owners of the said plot and the vendee will not create any sort of obstruction whatsoever in any manner and remain abide by the terms and condition as an plotted owner.

The vendee, his/here 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.

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SCHEDULE OF PROPERTY

Dist. - Khurda, P.S.: Baliana, Tahasil - Bhubaneswar, under the jurisdiction of Dist.Sub-Registrar, Khurda, Bhubaneswar, Mouza – Sundarpur, Khata No.-890/322, Sthitiban, And Kisam: Gharabari, Rev. (Conversion), Plot. No. - 308, Area: 0.611 Acre. **Allotted Sub Plot is, Area..... Sft. including parking area.**

**AND NOW THIS AGREEMENT FURTHER WITNESSTH
AND IT IS HEREBY AGREED AND DECLARED THAT:**

THE purchaser/s hereby agree/s to purchase the allotted plot by the SELLER and after due fulfillment of the terms and conditions, the Seller agrees to execute the deed in respect of the allotted plot

Shares in favour of the purchaser/s bearing **Sub Plot No.-.....in “RUDRANSH GREEN VILLA”** measuring an area about sq.ft. **Including parking area** (Approximately).

THE SELLER/BUILDER hereby agrees to observe, perform and comply with all the terms, conditions, stipulation, (if any), which may have been imposed by the concerned local authority at the time of approving the said plans.

UNIT COST, PAYMENT MADE SO FAR & DUE TO PAY TO FIRST PARTY

Name of the Project	:	RUDRANSH GREEN VILLA
Number of Sub plot	:	
Rate per Sft. @.....	:	Rs x x x x x x /-
Total Cost of the developed Subplot including cost of Parking Area	:	Rs x x x x x x /-
(-) Payments made to the 1 st . Party:		Rs x x x x x x /-
Balance Cost of the Area :		Rs x x x x x x /-
		<i>(Rupees in words)</i>
GST registration charges, stamp duity , other charges (As applicable)	:	Rs x x x x x x /-

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Rabinaraj Pradhan
Managing Partner

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Declaration

A. We declare that the land in question is not within the purview of consolidation proceeding under Orissa Consolidation of Holdings and Prevention of Fragmentation of land Act. 1972.

Further declare 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 and the land in question is not a species of endowment property within the meaning of Orissa Hindu Religious Endowment Act. 1951.

B. We, the vendors and the vendee do not belong to scheduled caste or scheduled tribe community.

C. I, the vendee do hereby declare that no proceeding/ any adverse order is pending pertaining to subject property before any court of law/ regulatory authority.

D. I, the vendee do hereby declare that I have reasonably enquired and verified the documents relating to the right, title and interest of the vender and have purchased the property on payment of full consideration.

E. We, the vendor and the vendee hereby declare that we, being read out the contents of the Conveyance deed and being explained, have satisfied as about the correctness of the recitals of the same as true and correct, do hereby execute the Conveyance 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.

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Rabinchandra Pradhan
Managing Partner

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IN WITNESSES THEREOF, the said M/S SUBASINI BUILDERS managed /run and represented through it's Managing Partner , RASBIHARI PRADHAN and SRI / SMT. (APPLICANT) here unto sign respectively under their signatures.

NAME & ADDRESS OF WITNESSES:

1)

Party of the First Part (Seller)

2.

Signature of the Second Part (Purchaser)

Certified that both the parties are my clients. This Deed of Sale Agreement is prepared by me as per the direction of both the parties. After going through the contents of this Deed, both of the signed before me on Dt.....

Subasini Builders
Rasbihari Pradhan
Managing Partner

Verified By