

DEED OF SALE

THIS DEED OF SALE IS EXECUTED ON THIS 6th DAY OF
May 2023 AT BHUBANESWAR.

NAME & ADDRESS OF THE SELLER/VENDOR:

M/s. CSS SJ HOMES. (PAN - AAQFC3121L) a Partnership Firm registered under the Indian Partnership Act, 1932 having its Regd. Office At- Plot No.564, Phool Vatika, Vivekananda Marg, Bhubaneswar-751002, represented through its Partners (1) Mr. Subash Jena, aged about 60 years, son of Late-Satyabadi Jena (Aadhaar No. 7681 7707 4715) (Phone No. 8895625050)

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Subash Jena
PARTNER

CSS SJ HOMES
Gobind Chandra
PARTNER

& (2) Mr. Gobind Chandra Singh aged about 33 years, son of Sri Chandra Shekhar Singh (Aadhaar No. 3174 3431 4594) (Phone No. 9337227966) being the GPA Holder for and on behalf of **(1) Sri Saswata Banerjee**, aged about 64 years, & **(2) Sri Chinmoy Banerjee**, aged about 56 years, both are sons of Sri Sisir Chandra Banerjee, Resident of At- F-8, Durga Mandap Lane, BJB Nagar, P.O.: BJB Nagar, Bhubaneswar-751014, P.S.: Baragada, District- Khurda (Odisha), By Caste- Brahmin, Occupation- Businessman (hereinafter called the SELLER/VENDOR which expression means and includes his heirs, successors, executors, administrators, assigns, nominees and representatives etc).

NAME AND ADDRESS OF THE PURCHASERS/ VENDEES

Mr. /Mrs. -----, aged about ---- years, (Aadhar UID-----), (Income Tax PAN- -----), (Mobile Phone No. -----), son/wife/daughter of -----, Resident of at- -----, P.O.: -----, P.S.: -----, District- ----- (Odisha). By Caste- -----, By Occupation- -----, (hereinafter called as PURCHASER/VENDEE which expression shall mean and include hi/her/their heirs and successors in interest).

VALUATION (Consideration Amount) : **Rs.** -----/-(Rupees -- -----) only.

Land Cost (Ac.0.00--- dec.) : Rs.-----/-

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Framed structure residential flat on the ----- Floor having SB/Carpet Area- ----- Sq. ft. with Vitrified Tile flooring.	Rs. -----/-
Electricity, Water & Sanitation & External Sanitation (25%+15% of Building cost)	Rs.-----/-
GST (As per prevailing rate)	Rs.----- /-

TOTAL	Rs.-----/- (Rupees ----- only)

-: SCHEDULE-"A" PROPERTY:-
(Land Particulars of Apartment project)

Khata No.66/320 (Stitiban), **Plot No.419**, **Area- Ac.0.380 dcml.** (111'X150') (Kisam- Gharabari-2) Corresponding to GA Department Drawing **Plot No.F-8** as per Drawing No.C-3654. **Bounded by** North- Road, South- Conservancy Lane, East-Road, West- GA Plot No.9-F.

BOUNDED BY

NORTH : Road
SOUTH : Conservancy Lane
EAST : Road
WEST : GA Plot No.9-F

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SCHEDULE-"B" PROPERTY

(Particulars of Flat/building sold here with)

The proportionate undivided impartible interest in the land transferred is **Ac.0.----- decimals** out of Total Area- Ac.0.380 decimals described above in Schedule-A along with building/Residential Flat assigned as **Flat No.----** having Super Built up/Carpet Area- ----- **Sq. ft.** on the ----- Floor of **PRESTINE HEIGHTS** Apartment with Parking Space No.____. On the stilt/basement floor.

TITLE OF THE PROPERTY:

AND WHEREAS the land described above in the Schedule-A originally belong to the Government of Odisha in General Administration Department (Formerly known as Political & Services Department). The erstwhile Political & Services Department had transferred the scheduled land in favour of Sri Sisir Chandra Banerjee, son of late Suresh Chandra Banerjee by way of long term lease basis for a period of 90 years and he was enjoying the leasehold rights under the terms and conditions of Regd. Lease Deed No. 1618 Dtd.04.08.1967 executed by the Governor of Orissa in his favour.

AND WHEREAS the major Settlement Record of Rights finally published on dated-30.03.1988 stood recorded in the name of Sri Sisir Chandra Banerjee with Pattadar/leasehold

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status bearing Khata No-325 and the rent/land revenue was collected in his name.

AND WHEREAS Sisir Chandra Banerjee died on Dtd.17.01.2005 and his wife Kalpana Banerjee died on Dtd.01.11.2017 leaving behind their two sons viz- Sri Saswata Banerjee & Sri Chinmoy Banerjee (Present Vendors) as legal heirs and successors in interest who have jointly succeeded to the estate of the deceased as per the provision under Hindu Succession Act, 1956. Accordingly the Tahasildar, Bhubaneswar vides Miscellaneous Certificate Case No.E-LHC/2020/88394 issued legal heir certificate of late Sisir Chandra Banerjee.

AND WHEREAS subsequently status of the scheduled land converted from Leasehold to Free hold/Stitiban by virtue of the Regd. Conveyance Deed No. 11082203056 Dtd.03.03.2022 registered in the office of the District Sub-Registrar, Bhubaneswar executed between the Governor of Orissa AND - Sri Saswata Banerjee & Sri Chinmoy Banerjee (Present Vendors) and thereby the Present Vendors became the absolute owner in respect of the scheduled land with perpetually heritable and transferable rights for ever.

AND WHEREAS consequent upon conversion of status of the land from leasehold to freehold, the Tahasildar, Bhubaneswar vide Mutation Case No.7885/2022 recorded the ROR/Patta in the names of Vendors in respect of the said

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property bearing Khata No.66/320, Plot. Accordingly the rent/land revenue is collected by the State Government in their names regularly

AND WHEREAS Sri Saswata Banerjee & Sri Chinmoy Banerjee (Land owners/Vendors) in collaboration with M/s. CSS SJ HOMES (Developer) developed the said land into a residential Apartment on sharing basis and to sell the individual units of residential flats in favour of different prospective purchasers. Accordingly the Land owners AND M/s. CSS SJ HOMES represented through its Partners Sri Subash Jena & Sri Gobind Chandra Singh (Builder/Developer) have entered with a Regd. Development Agreement No. 11082205417 Dtd.12.04.2022 registered in the office of the District Sub-Registrar, Bhubaneswar. Further the land owners/Vendors vide Regd. Deed of General Power of Attorney No.11082205426 Dtd.12.04.2022 appointed M/s. CSS SJ HOMES represented through its Partners Sri Subash Jena & Sri Gobind Chandra Singh (Builder/Developer) as their lawful attorney authorizing the attorney to do all acts deeds and things including sell of the property consisting of residential units/flats in the proposed Apartment to the extent of their allocated share (leaving the owners' share) and to receive the consideration amount from the prospective purchasers.

AND WHEREAS The Bhubaneswar Municipal Corporation (BMC) vide its letter No.7567/BMC Dtd.17.02.2023 granted

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permission in favour of M/s. CSS SJ HOMES for construction of (2B+S+10) Residential Multi-Storied Apartment building consisting of 40 number of residential flats.

AND WHEREAS, the Vendor has obtained necessary project registration No., Dt-..... from Odisha Real Estate Regulatory Authority.

And whereas subsequently the specific allocation of share between the land owners and the Builder were distributed under the terms and conditions of a Distribution Agreement Dtd.21.02.2023 executed between the Land Owners and the Developer.

AND WHEREAS the Developer completed the constructions of the Apartment in the name & style of PRISTINE HEIGHTS over the scheduled land in accordance with the building plan approved by the Bhubaneswar Municipal Corporation. Accordingly the BMC vide its letter No.--- Dtd.--- have been pleased to issue the Occupancy Certificate of the said Residential Multi-Storied Apartment building.

AND WHEREAS out of its share allotted one of the Flat assigned as Flat No. ----- having --- Area- on the --- floor of Pistine Heights Apartment more particularly described in the Schedule-B above together with proportionate undivided interest in the land with all facilities appurtenant there to in

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favour of the in favour of the Vendee for the total cost of Rs.----
---/- (Rupees ----- only).

AND WHEREAS the Vendor does here by acknowledge the receipt of the full and final consideration amount of **Rs. _____/- (Rupees _____)Only** from the Vendee. The purchaser has already paid the full price as mentioned above to the vendors, the receipts of which the vendors does hereby admit and acknowledge being the consideration amount as mentioned above.

AND WHEREAS the Vendor upon receipt of the full and final consideration amount executed this deed of sale in sound mind and do hereby sell, convey, grant, transfer and assign all right, title, interest in respect of the Scheduled property together with proportionate undivided interest in the land in the entire complex with all rights, privileges, easements, facilities, parking appurtenances thereto and handed over physical possession for the use and enjoyment of the Vendee, his heirs, successors, assignees and representatives absolutely for ever within the provisions of Orissa Apartment Ownership Act, 1982 and Rules framed there under and the vendor became destitute of all rights, titles, interests over the said property for ever.

AND WHEREAS the Vendor hereby declare that neither the vendor nor his heirs and successors assigns & representatives in interest shall have any claim objection and right at present nor in future over the schedule property, since it is an out and out sale by the vendor and delivery of possession thereof.

AND WHEREAS the Vendees are responsible and liable to Pay and discharge all taxes, rent, charges and other outgoing payable to the State Government, Bhubaneswar Municipal

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Corporation, Electric Supply Authority, P.H.D., Government and other authorities levied in respect of the property mentioned in the Scheduled above.

AND WHEREAS the Vendee is also at liberty to get their names mutated in the Government records, Bhubaneswar Municipal Corporation, Electricity and Water Supply, Membership of Apartment Owners' Welfare Society and all other records and pay taxes, rent and charges in their own names and obtain receipts thereof and shall enjoy the said property peacefully without any obstructions.

AND WHEREAS the Vendor further states and declares that he shall at all times here-after indemnify the Vendees against any claim or demand in respect of the property here-under sold or conveyed if advanced by or at the behest of any third party or any other person/s and shall make good of any loss which the vendees may sustain or suffer by reason of any defect in the title of the vendor or liability, cost or claims, actions or proceedings, if any which may arise, at any time in future against them and its successors owing to any defect or in violation of statutory norms or on account of any circumstances by which the vendee may be affected or impaired in any manner.

AND WHEREAS the Vendor further declares that, the schedule property is either the leasehold property of the Government, nor the property belongs to any endowment or Bhoodan Yagyan Samity nor even the property is coming under the provisions of OCH & PFL Act. The property is also free from the provision of Urban Land Ceiling Act.

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Subash Debra,

PARTNER

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We the Vendor and the Vendees do here by declare that, we do not belong to either Scheduled Caste or Scheduled Tribe Community.

IN WITNESS WHERE OF we, the above named Vendor and the Vendees have executed and signed the Deed of Sale on this 6th Day of May 2023 in presence of witnesses to this deed and others.

WITNESSES:

CSS SJ HOMES

Subash Deme.

PARTNER

CSS SJ HOMES

Gobind Chand

PARTNER

Signature of the VENDOR

Signature of the VENDEES

Certified that this Deed of Sale is drafted by me and typed in my office and generated through computer process on the instructions of the Vendor and Vendees.

Advocate