

S A L E - D E E D

THIS INDENTURE OF SALE executed on this ____ day of _____, 2019. (Two thousand nineteen).

B Y

M/S. FORTUNE INFRA PROPERTIES PVT. LTD., a Company incorporated under the Companies Act, 1956, bearing CIN - U45201OR2011PTC013152 having its registered office at Plot No.E/5, BJB Nagar, P.O. - BJB Nagar, Bhubaneswar, P.S. - Badagada, District - Khurda (Odisha), having PAN - AABCF7002R, represented by its Managing Director **SRI DEVKANT PATNAIK**, aged about 46 years, S/o. Sri Bipin Kumar Patnaik, by caste - Karan, by profession - Business, as Power of Attorney Holder FOR AND ON BEHALF OF **SRI SUDAM PRADHAN**, aged about 84 years, S/o. Late Bholi Pradhan, by caste - Khandayat, by profession - Cultivation, resident of At./P.O. - Tamando, P.S. - Tamando, Bhubaneswar, District - Khurda (Odisha), Mobile No.9437055814, vide Regd. G.P.A. I.D. No.1131901505 and Document No.11131901425, dated 13.02.2019 registered in the office of Sub-Registrar, Khandagiri, Bhubaneswar (here-in-after called and referred as "VENDOR" which expression shall unless excluded by or repugnant to the subject or context shall mean and include his heirs, successors, representatives and assigns) of the ONE PART.

IN FAVOUR OF

MR./MRS....., aged about years, S/o. / W/o., by caste -, by profession -, resident of At....., P.O....., P.S., District -, having PAN -(here-in-after called as "PURCHASER" which expression shall mean and include his/her legal heirs, successors, executors, administrators and assigns) of the OTHER PART .

VALUATION ; Rs...../- (Rupees) only.

For FORTUNE INFRA PROPERTIES (P) LTD.
Devkant Patnaik
MANAGING DIRECTOR

WHEREAS, the vendor is the absolute owner of the property mentioned in the schedule below, having purchased the same from Sri Jayananda Tripathy, vide Regd. Sale Deed bearing Serial No.1746 and Deed No.1615, dated 20.02.1979 registered in the office of District Sub-Registrar, Bhubaneswar and the vendor has got the said property mutated/recorded in his name in the Govt. Records (Tahasildar, Bhubaneswar) vide Mutation Case No.6935/96 and obtained "KHATIYAN" (Record of Rights) thereof and also got the said property converted from agricultural status to residential (homestead) status vide O.L.R. U/s. 8 (A) Case No.2473/15 and the vendor is in peaceful possession over the same 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 has formulated a scheme/ project for construction of Residential Apartment Building over the entire land comprising of independent flats and units, to be sold to prospective purchaser (s) of which the party (ies) in pursuit of the aforesaid objective, the vendor has constructed the apartment through the Promoter M/s. Fortune Infra Properties Pvt. Ltd., as per the agreement dated 13.02.2019, in the name and style of "OM PARO NIBAS" as per the Building Plan sanctioned and approved by the Bhubaneswar Development Authority, Bhubaneswar, vide Letter No.18920/BDA/Bhubaneswar, dated 14.08.2019 in File No.MBP3B-69/16.

AND WHEREAS, for legal necessity and for business, the vendor has expressed his intention to convey and transfer the proportionate impartible undivided share in the land in question with the building measuring Sqft of built-up area and having carpet area measuring.....Sqft assigned as Flat No..... on floor, Type - including one Car Parking Space No.----- on Stilt floor of the said apartment namely "OM PARO NIBAS". The

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Devi Kant Pattnaik
MANAGING DIRECTOR

purchaser has accepted the offer and has evinced his/her willingness to purchase and acquire such proportionate impartible undivided share in the land with the building for a consideration amount of Rs...../- (Rupees) only. Consequently, a concluded contract had culminated by and between the parties and the various terms and conditions pertaining to the sale transaction had been mutually agreed upon and settled by and between the parties.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

1. In consideration of an amount of Rs...../- (Rupees) only has been paid by the purchaser to the vendor, the receipt of which the vendors have acknowledged and hereby admits and the vendor hereby grants, transfers, conveys, assigns and assures unto the purchaser the proportionate impartible undivided share in the land in question with building 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 said proportionate impartible and undivided share in the land with the building absolutely and for ever and the vendor do 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 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 vendors. The vendor further state that he 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 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 purchaser and the vendor, his heirs, 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.

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3. The vendor further state and declares that he shall at all times here-after indemnify the purchaser 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 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 proportionate undivided impartible share in the land and building 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.

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 apartment namely "OM PARO NIBAS" like overhead tank, lift, common passage, staircase, etc. along with the other purchasers/flat owners of the said apartment and the vendee will not create any sort of obstruction whatsoever in any manner and remain abide by the terms and conditions as an Apartment dweller.

8. The vendee, his/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 .

9. The vendee is also at liberty to get his/her name mutated in the Government, Municipal corporation, GRIDCO, CESU, Revenue Departments, etc. and all other records and pay the taxes, rents and charges in his/her name and obtain receipts thereof .

10. That the vendee shall not have any right to make any structural change/alteration in the said building & shall not use the flat in such a manner

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which may impair the safety of the building or cause any danger to the outer elevation & safety of the building or which may effect the right of other flat owners.

11. That the vendee shall not use the flat for any unlawful acts and shall not store inflammable/explosives, hazardous goods & if it is found so, the other flat owners & Association / Society shall have the discretion to take the said flat owner to the Court of Law. The vendee is responsible to keep the flat free even from noise pollution.

12. That the vendee as well as the other similar flat owners shall form an association / society as per the mandates of Odisha Apartment Ownership Act. 1982 as well as the Rules to be framed there under & shall submit a declaration before the competent authority to be designated by the Govt. the similar owner of the apartment shall also frame bye-laws pertaining to the matters specified under section 16 of Odisha Apartment Ownership Act. 1982 and every similar owner shall be bound to become the member of such association / society. The Odisha Apartment Ownership Act. 1982 & rules framed their under shall be binding on the vendee.

13. 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.

SCHEDULE OF PROPERTY

District – Khurda, P.S. – Bhubaneswar, Hal P.S. – Tamando, P.S. No.14, Tahasil – Bhubaneswar, under the Jurisdiction of Sub-Registrar, Khandagiri, Bhubaneswar. Mouza – TAMANDO, Khata No.132/76 (one hundred thirty two / seventy six), Sthitiban, Plot No.328/556/835 (three hundred twenty eight / five hundred fifty six / eight hundred thirty five), Kisam – Gharabari, area Ac.0.159 (one hundred fifty nine) decimals out of Ac.0.234 decimals, Rent Rs.1.00 paisa. The above land corresponds to Previous Khata No.60, Previous Plot No.328.

LAND BOUNDED BY :-

North -	Govt. Road
South -	Part of Revenue Plot No.328
East -	Revenue Plot No.328/555 & 328/556/835 (Part)
West -	Revenue Plot No.328/512 & 328/513

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Devhansu Patra
MANAGING DIRECTOR

The area transferred in favour of the purchaser being the undivided impartible interest measuring Ac.0.0..... decimals out of Ac.0.159 decimals out of Ac.0.234 decimals with the building thereon measuring Sqft of built-up area and having carpet area measuring.....Sqft assigned as Flat No..... on floor, Type – including one Car Parking Space No.----- on Stilt floor of the apartment named and styled as “OM PARO NIBAS”.

FLAT BOUNDED BY :-

- North -
- South -
- East -
- West -

COST OF FLAT

1. Land Cost (for Ac.0.0..... dec.)	Rs.....
2. Residential Flat in Apartment Building measuring Sqft of built-up area with vitrified tiles flooring valued at	Rs...../-
3. Internal Electricity and PHD fittings Valued at	Rs...../-
4. External PH works	Rs...../-
5. Other expenses 12%	Rs...../-
Total	Rs...../-

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Devwant Patra
MANAGING DIRECTOR

CERTIFICATE

Certified 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 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 signed this the day, month and year first above, mentioned, in presence of following witnesses.

WITNESSES :

1.

2.

VENDOR

For FORTUNE INFRA PROPERTIES (P) LTD.
Devhant Parmanu
MANAGING DIRECTOR

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

VENDEE

VENDOR

Prepared by me.