

DEED OF SALE

THIS DEED OF SALE made on this _____ day of
_____ Two Thousand and _____

BETWEEN

UTKAL BUILDERS LIMITED, a company incorporated under Companies Act, 1956 having its Head Office at 777, Saheed Nagar, Po:Saheed Nagar, Ps: Saheed Nagar, Bhubaneswar-751007, having CIN: U452020R1990PLC002529, represented by its Director, **Mr.** aged about years, (Dob-) S/o Shri, by Caste- Oswal, by Profession-Business, Aadhaar No. PAN:..... duly authorized by board resolution date Mob., residents of (here-in-after called and referred as "VENDOR" (which expression unless excluded by or repugnant to the context or meaning thereof shall mean and include its directors, successors, executors, administrators and assigns) of the ONE PART.

AND**VENDEE:**

[If the Vendee is a company]

_____ (PAN _____), (CIN _____) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013, as the case may be], having its registered office at _____, represented by its authorized signatory, Sri _____ (PAN _____) (Aadhar No. _____), s/o _____, by faith _____, by occupation _____, by nationality – Indian, residing at _____ duly authorized vide board resolution dated _____ (here-in-after called and referred as “VENDEE” which expression unless excluded by or repugnant to the context or meaning thereof shall mean and include its directors, successors, executors, administrators and assigns) of the OTHER PART.

[OR]

[If the Vendee is a Partnership]

_____ (PAN _____), a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____, represented by its authorized partner _____, SHRI _____ (PAN _____) (PAN _____) (Aadhar No. _____), son of _____, by faith _____, by occupation – _____, by nationality – Indian, residing at _____ (here-in-after called and referred as “VENDEE” which expression shall mean and include his/her legal heirs, successors, executors, administrators and assigns) of the OTHER PART.

[OR]

[If the Vendee is an Individual]

_____ (PAN _____) (Aadhar No. _____), son of _____, by faith _____, by occupation – _____, by nationality–Indian, residing at _____ here-in-after called and referred as “VENDEE” which expression shall mean and include his/her legal heirs, successors, executors, administrators and assigns) of the OTHER PART.

[OR]

[If the Vendee is HUF]

_____ (PAN _____) (Aadhar No. _____), son of _____, by faith _____, by occupation – _____, by nationality – Indian, residing at _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF (PAN _____), having its place of business at _____.

here-in-after called and referred as “VENDEE” which expression shall mean and include his/her legal heirs, successors, executors, administrators and assigns) of the OTHER PART.

Nature of Deed : SALE DEED

Consideration Amount : Rs.

GST : Rs.

Total : Rs.

(Rupees)
only.

WHEREAS

A. The Vendor herein is the sole and absolute Vendor and in vacant peaceful possession of **ALL THAT** the piece and parcel of land having '**Kisam: Gharabari-2**' containing an area of **Ac.0.202 Dec.** situate lying at and being **Plot No.410 recorded in Khata No. 565/639**, Sabik Khata No.459 in **Mouza Bhubaneswar Sahar, Unit No.31, Laxmisagar no.2**, Police Station Laxmisagar,, Thana No.48, Tahsil: Bhubaneswar, Bhubaneswar (Pin Code: **751006**), District: Khurda, Odisha more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as "the **SAID LAND**". The facts about the devolution of title of the Vendor to the said Land are mentioned below:-.

- i) By a Lease Deed dated 20th February 2013 made between Mrs.Labanyabati Panda, W/o Late Sashi Bhusan Panda of the one part and **Utkal Builders Limited** of the other part, registered with the District Sub-Registrar, Khurda at Bhubaneswar in vide document no.11081303268, Book-I, Volume No.59, for the year 2013.
- ii) The Vendor herein got his name mutated in the records of the Tahsil, Bhubaneswar as the Vendor of the said Land under Khata No.65/43 vide Mutation Case No.9795 of 2018.

B. The Said Land is earmarked for the purpose of development of a residential project, comprising 10 (Ten) Flats and the said project shall be known as '**Utkal Sapphire**' ("**Project**").

C. **The building plans for construction of the New Building has been caused to be sanctioned by the Developer from the Bhubaneswar Municipal Corporation vide building Plan**

No..... dated _____ and include all sanctionable modifications thereof and/or alterations thereto as may be made by the Vendors and the Vendor with the approval of the Architects and/or the concerned authorities. The Vendor agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with Section 14 of the Act and other laws as applicable

- D. The Vendor has registered the project under the provisions of the Act with the Real Estate Regulatory Authority at Bhubaneswar, Odisha vide Registration No. dated _____.
- E. By an Agreement for Sale dated _____ made between the parties hereto and registered with the Sub-Registrar, _____ in Book I Being No. _____ for the year _____, the Vendors and the Vendor agreed to sell and transfer and the Vendee agreed to purchase the Apartment in the said Complex and the said share in the land on the terms and conditions therein contained. The Vendee has paid the entire agreed Total Price to the Vendor and the Vendor has delivered possession of the Apartment to the Vendee.
- F. The Vendee has got himself fully satisfied about the title of the Vendors and the Vendor to the said share in the Land and the Apartment and about the Complex and also the Building Plans and the construction of the Apartment and the New Building and the specifications and workmanship thereof and all right title and interest of the Vendor (including those to be and remain excepted reserved unto the Vendors and the Vendor) as also morefully contained hereinafter.
- G. The Vendee has now called upon the Vendors and the Vendor

to complete the sale of the Apartment and accordingly the parties are executing these presents for completion of sale of the Apartment at the consideration and on and subject to the terms and conditions agreed between the parties as hereinafter contained.

- H. The occupancy certificate (O.C) No. _____ dt. _____ have also issued by the competent authority (Bhubaneswar Municipal Corporation) w.r.t. subject property in accordance to the ODA Act 1982 read with Rule 2020 (Copy of occupancy certificate attached).
- I. The vendor's further covenants that the vendee is hereby delivered the peaceful physical possession on dt. _____ Of the proportionate undivided impartible 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)
- J. That the vendee shall peacefully and equitably possesses in common area along with other vendee and enter into, retain, hold, use and enjoy the same without any binding or interruption, claim (present and Future) or demands by or from the vendors or any of their heirs, successors, assigns and representatives or any other person.
- K. That the vendee is 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 vendees/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.
- L. The vendee, his/her heirs, successors, assigns and

representatives shall use and enjoy the said property along with other co-owners of the flats with the undivided proportionate share and interest peacefully without doing any harm or obstruction to other co-owners.

- M. 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 which may impair the safety of the building or cause any danger to the beauty & safety of the building or which may affect the right of other flat owners.
- N. That the vendee as well as the other similar flat owners shall from 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.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

In pursuance of the said agreement and in consideration of the sum of Rs. _____ (Rupees _____) only by the Vendee to the Vendor paid at or before the execution hereof (the receipt whereof the Vendor doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof, both the Vendor and the Vendors do acquit release and forever discharge the

Vendee and the Apartment hereby conveyed and transferred unto and to the Vendee by delivering or hand over of the vacant and peaceful possession of the same simultaneously with the execution of these presents), Vendors doth hereby convey transfer and assure and the Vendor doth hereby concur and confirm unto and to the Vendee **ALL THAT** the proportionate undivided impartible share in the land comprised in the said Land morefully and particularly mentioned and described in the **PART-I** of the **SCHEDULE A** hereunder written and hereinafter referred to as "the **SAID LAND**" attributable to the Apartment **AND** the Vendor doth hereby convey transfer and assure and the Vendors do hereby concur and confirm unto and to the Vendee **ALL THAT** the Apartment **Flat No.** _____ having carpet area of _____ Square Feet, including Garage/Parking area, Type-____ **BHK** on ____ floor in the Building No. ____ of the Complex at the said Land **And** _____ covered car parking space/s on the ground floor of the New Building bearing No._____/_____ particularly mentioned and described in the **SCHEDULE B** hereunder written **AND TOGETHER WITH** right to use the Common Areas and Installations in common with the Owners and other persons permitted by the Co-Owners & Owners Association **TOGETHER WITH** easements quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the Apartment belonging to the Vendee in common with the other Co-Owners **TO HAVE AND TO HOLD** the Apartment and the Appurtenances unto and to the use of the Vendee absolutely and forever **SUBJECT TO** the Vendee's acknowledgement of several matters contained herein and the terms, conditions, covenants and agreements hereunder contained and on the part of the Vendee to be observed, fulfilled and performed **AND ALSO SUBJECT TO** the Vendee paying the municipal and all other rates, taxes, proportionate common expenses and other charges and outgoings (including those

mentioned in **SCHEDULE C** hereunder written) relating to the Apartment.

THE VENDOR DO HEREBY COVENANT WITH THE VENDEE
as follows:-

- 1.1 The interest which the Vendors and the Vendor do hereby profess to transfer subsists and that the Vendors have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Vendee, the Apartment in the manner aforesaid.
- 1.2 It shall be lawful for the Vendee, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the other provisions hereof, to hold use and enjoy the Apartment and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Vendors and the Vendor or any person or persons claiming through under or in trust for the Vendors **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever created or made by the Vendor save only those as are expressly mentioned herein.
- 1.3 The Apartment and the Parking Space shall be one lot and shall not be dismembered or dissociated in any manner and the Vendee shall also not be entitled to claim any partition of the said share in the Land.

2 AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

- 2.1 Upon formation of the Association, the Vendor shall handover/transfer to the Association all rights responsibilities

liabilities and obligations with regard to the Common Purposes whereupon only the Association shall be entitled thereto and obliged.

- 2.2 The rules, regulations and/or bye laws of the said Association and those that the Association in respect of the Complex or any part thereof.
- 2.3 The Complex shall bear the name **UTKAL SAPPHIRE**.
- 2.4 This Deed and the agreement for sale executed heretofore contains the entire agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Deed be terminated or waived except by written consent of both parties. In case of any inconsistency or contradiction between the agreement between the parties and this Deed, the terms and conditions of this Indenture shall prevail.

THE SCHEDULE A ABOVE REFERRED TO:

**PART-I
(SAID LAND)**

ALL THAT the piece and parcel of land having 'Kisam: Gharabari-2' containing an area of **Ac.0.202 Dec.** situate lying at and being **Plot No.410 recorded in Khata No.565/639** in **Mouza Bhubaneswar Sahar Unit No.31, Laxmisagar No.2**, Police Station Laxmisagar, Thana No.48, Tahsil: Bhubaneswar, Bhubaneswar (Pin Code: 751006), District: Khurda and butted and bounded and follows:

ON THE NORTH	:	
ON THE EAST	:	
ON THE WEST	:	
ON THE SOUTH	:	

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

THE SCHEDULE B ABOVE REFERRED TO:

**PART-I
(APARTMENT)**

ALL THAT the Unit No. [___] having carpet area of [___] square feet and Exclusive Balcony/Verandah/Open Terrace Area Or “EBVT Area”, type [___], on [___] floor in the Building along with [___] number of garage/covered car parking space bearing nos. [___], (“**Garage**”) **TOGETHER WITH** the proportionate undivided impartible share in all common areas as permissible under law.

SCHEDULE – ‘C’

Cost of the Flat with brake-up and description :

01. Proportionate undivided impartible share	
land cost (for Ac.0. dec.)	Rs.
02. Total price of flat on the area sqft	
Rate of Apartment per sqft @ Rs.	Rs.
03. GST, Registration charges, stamp duty, society	
Registration cost, other taxes as applicable	Rs.
	Total Rs.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND
DELIVERED by the above

named **VENDORS** at Kolkata in
the presence of:

**SIGNED SEALED AND
DELIVERED** by the above
named **VENDOR** at Kolkata in
the presence of:

**SIGNED SEALED AND
DELIVERED** by the above
named **VENDEE** at Kolkata in
the presence of:

RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED of and from the within named Vendee the withinmentioned sum of Rs._____.00 (Rupees _____) only being the consideration in full payable as memo mentioned hereunder:

MEMO OF CONSIDERATION:

WITNESSES: