

SALE - DEED

**THIS INDENTURE OF SALE executed on this _____
day of _____, 2020 (Two Thousand Twenty).**

BY

M/S. Skyies Infrahome (OPC) PVT. LTD., a company incorporated under the Companies Act. 1956, bearing CIN-U45500OR2017OPC027479, having its registered office at HIG-1/14, Kapila Prasad, Nearingaraj Station, PS- Airfield, Bhubaneswar, Dist.-Khordha (Odisha), having PAN-..... represented by its Managing Director Sri Animesh Swain, S/o- Sri Rajkishore Swain, having AADHAAR No. _____ by Caste- Khandayat by profession - Business, as Power of Attorney Holder FOR AND ON BEHALF of **1) Rajani Prava Pradhan**, W/o- Late Bairagi Pradhan, by Cast-Khandayat, by profession- House wife, having AADHAAR No. 890624066750, Mobile No.7873920888 **2) Sri Pradyumna Kumar Pradhan**, S/o- Late Bairagi Pradhan, by Cast-Khandayat, by profession- Business, ADHAR No. 524053163667, mobile No.9337296173 both have permanent resident of -At/Po- Panchagoan, P.S-Airfield, Bhubaneswar, Dist-Khurda (Odisha) **3) Smt. Puspita Harichandan alias Pradhan**, W/o- Bijay Kumar Harichandan, D/o- Late Bairagi Pradhan, having ADHAR No. _____, residence of At-LIG/1295, Dumuduma Housing Board Colony, P.S: Khandagiri, Bhubaneswar Dist-Khurda, Odisha, Pin-751019, Mobile No. _____ vide Regd. GPA bearing Document No.11121801708 dtd.21.04.2018, Document No.11121802374 dtd.02.06.2018, Document No.11121801707 dtd.21.04.2018 and Document No. 11121900107

dtd.05.01.2019 registered in the office of Sub-Registrar, Jatni (here-in-after called and referred as "VENDOR(PROMOTER)" 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 - _____, having PAN
No. _____ and AADHAAR No. _____

(hereinafter called the "PURCHASER" which expression shall mean and include their heirs, successors, assigns and representatives) of the OTHER PART.

NATURE OF DEED :-SALE DEED

AMOUNT OF CONSIDERATION

Rs. _____ (_____)
only

WHEREAS, the vendor(promoter) are the joint owners of the property mentioned in the schedule below, having purchased by their grand-father late Bairagi Pradhan from Narendra Nath Singh vide Regd. Sale Deed No. 1408 dtd.19.08.1989 registered in the office of the Sub Register, Jatni in respect of Plot No.2053, Ac.0.330 decimals under Khata No.36 and Plot No.2057, Area Ac.0.755 decimals, Plot No.2056, Area Ac.0.270 decimals, Plot No.2055, Area Ac.0.100 decimals and Plot No.2054, Area Ac.0.060 decimals, under Khata No.469 purchased by their father Golekha

Pradhan from Smt. Keli Dei vide Regd. Sale Deed No. 6465, dtd.20.06.1969 registered in the office of the Sub Register, Bhubaneswar/Puri and after the death of Bairagi Pradhan and Golekha Pradhan, the vendor(promoter) have got the said property mutated/recorded in their name in the Govt. Records (Tahasildar, Jatni) vide Mutation Case No. 2855/2006 and obtained "KHATIYAN" (Record of Rights) in respect of Khata No.469/261, Plot No.2053, Area Ac 0.330 dcls and Mutation Case No.3152/2008 and obtained "KHATIYAN" (Record of Rights) in respect of Mutation Khata No.469/63, Plot No.2057, Area Ac.0.755 decimals, Plot No.2056, Area Ac.0.270 decimals, Plot No.2055, Area Ac.0.100 decimals and Plot No.2054, Area Ac.0.060 decimals thereof and also got the said property converted from agricultural status to residential (homestead) status i.e Gharabari vide O.L.R. U/s. 8 (A) Case No. 4962/2011 in respect of Khata No.469/261 and O.L.R. U/s. 8 (A) Case No 4893/2011 in respect of Khata No.469/63 and after Smt. Puspita Harichandan alias Pradhan relinquished her share in respect of Plot No.2057, Area Ac.0.755 decimals, Plot No.2056, Area Ac.0.270 decimals, Plot No.2055, Area Ac.0.100 decimals and Plot No.2054, Area Ac.0.060 decimals in favour of Rajani Prava Pradhan and Pradyumna Kumar Pradhan vide Regd. Deed of Relinquishment vide Document No. 11122001183 dtd.02.03.2020, registered in the registering Office, Jatni and the vendor(promoter) are in peaceful possession over the same without any dispute.

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

AND WHEREAS, the vendor(promoter) have formulated a scheme/ project for construction of Residential Duplexes over the entire land comprising of independent units, to be sold to prospective purchaser (s) of which the party (ies) in pursuit of the aforesaid objective, the vendor(promoter) have constructed the Duplexes through the Promoter M/s Skyies Infrahome (OPC) Pvt. Ltd., as per the development agreements bearing Sl. No. 741 dtd.20.04.2018, Sl. No.1039 dtd.20.04.2018 and Sl. No.742 dtd.20.04.2018 Duplex Project named and styled as "SWARNA BHUMI" (As per lay-out plan) situated at Mouza-Panchagaon as per the Building Plan sanctioned and approved by the Bhubaneswar Development Authority, Bhubaneswar, vide Letter No. 759 dtd.09.01.2020 in file No. LPBA-2327/2018.

AND WHEREAS, for legal necessity and for business, the vendor(promoter) have expressed their intention to convey and transfer the land in question along with G+1 storied Duplex building, having carpet area measuring _____ Sqm. on the Ground Floor and Sqm, on the 1st Floor and having total carpet area measuring _____Sqm, assigned as Duplex No. _____, of the said Duplex Project named and styled as "SWARNA BHUMI" (As per lay-out plan) situated at Mouza-Panchagaon. The purchaser has accepted the offer and has evinced his/her willingness to purchase and acquire such 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) on has been paid by the purchaser to the vendor(promoter), the receipt of which the vendor(promoter) have acknowledged and hereby admits and the vendor(promoter) hereby grants, transfers, conveys, assigns and assures unto the purchaser 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 land with the building absolutely and forever and the vendor(promoter) do hereby covenant that notwithstanding any act, deed or thing done by them, they have a clear and marketable title over the land in question to grant and convey the 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 land with the building as indefeasible owner thereof without any let, interruption, claim or demand whatsoever from or by the vendor(promoter) or any person claiming any title or amount to the interest of th vendor(promoter)s. The vendor(promoter) further state that they 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 land with the building as detailed and delineated in the schedule set out below

in favour of the purchaser and the vendor(promoter), their 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(promoter) or any breach of the declaration her-in-obtained.

2. The vendor(promoter) 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.
3. The vendor(promoter) further state and declares that he shall at all times here-after indemnify the purchaser against any claim or demand in respect of 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(promoter) or on account of any circumstances by which the title of the purchaser may be affected or impaired in any manner.
4. The vendor(promoter) further covenants that the purchaser is hereby delivered possession of 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(promoter) or any person claiming any title under the vendor(promoter).

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(promoter) 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 project namely "SWARNA BHUMI" like overhead tank, common passage, etc. along with the other purchasers/duplex owners of the said project and the vendee will not create any sort of obstruction whatsoever in any manner and remain abide by the terms and conditions.
8. The vendee, his/her heirs, successors, assigns and representatives shall use and enjoy the said property and interest peacefully without doing any harm or obstruction to other neighbor-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. 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 PROEPRTY

Dist.-Khurda, Tahasil:- Jatni, Sub-Registrar Office, Jatni, PS:-
Bhubaneswar, Thana No.30, Mouza:- Panchangaon.

SET-I

Conversion Khata No.469/261, Plot No.2053, Ac.0.330 dcml
corresponds to Settlement Khata No.36, Plot No.2053, Ac.0.330
dcml, Kisam- Gharabari, Status- Stitiban.

SET-II

Conversion Khata No.469/63, Plot No.2057, Ac.0.755 dcml, Plot
No.2056, Ac.0.270 dcml, Plot No.2055, Ac.0.100 dcml and Plot
No.2054, Ac.0.060 dcml corresponds to Settlement Khata
No.469, Plot No.2057, Ac.0.755 dcml, Plot No.2056, Ac.0.0270
dcml, Plot No.2055, Ac.0.100 dcml, Plot No.2054, Ac.0.060 dcml,
Kisam- Gharabari, Status- Stitiban.

Total Two Khatas, Five Plots, Total Area Ac.1.515 dcml

The indivisual units is identified as Duplex no- _____ with Plot
Area-_____ Sqm (Ac-0.0_____ decimals.) out of total Project
Area Ac.1.515 dcml, Under revenue **Plot No. _____, Area
Ac.0. _____ decimals,** Having Total carpet Area-_____
sqm, GF-_____ Sqm, FF-_____ Sqm, a Residential Duplex
Housing project as "SWARNA BHUMI" **a Group Duplex
Housing Project** situated at Mouza- Panchagaon, Jatni.

Duplex No. _____ Bounded By:-

North- _____, **South-** _____, **East-**
_____ and **West-** _____.

The Project is Bounded By: **North-**Plot Nos.354, 355, **South-**Plot
No.2052, 2061, **East-** Plot Nos.2026, 2027, 2028 and **West-**
Road, Plot No.2058 & 2060.

CERTIFICATE

Certified that the land in question is not within the purview of consolidation proceeding under Orissa Consolidation of Holding 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 WHERE OF the vendor(promoter) signed this the day, month and year first above, mentioned, in presence of following witness.

WITNESSES:

1.

**Signature of the
Vender(promoter)**

2.

Signature of the Vendee.

DETAILED COST OF Duplex

Framed structure residential building
Total Measuring ___ sqm. carpet Area
with vitrified tiles flooring on

Rs. _____

Total building Cost

...

Rs. _____

At Total

Rs. _____

GST

.....

Rs. _____

Total Cost

...

Rs. _____

(Rupees _____) only

CERTIFICATE

Certified that the executants of this Sale Deed are my clients and the contents of this deed have been drafted by me as per their instruction and this document has been prepared according to my dictation in my Office.

Banamali Mahapatra,
Adv, BBSR