



SALE - DEED

THIS INDENTURE OF SALE executed on this ____ day of
_____ 2021 (Two thousand Twenty one)

BY

M/S. ARCHI TECH CREATIONS, a partnership firm bearing Regn. No. 1820202100014 and having its Regd office at Plot No. 879/1847, Lane No-14, Bhagabat Sandhan, GGP canal Road, Rasulgarh, Bhubaneswar, Dist- Khurda, Odisha, Pin- 751010 and having PAN-

ABHFA6720F, represented through its Partner SRI JAMBESWAR MAJHI aged about 46 years, s/o Sri Dwarikanath Majhi, by Caste: Khandayat, by profession : Business, as Power of Attorney Holder for and on behalf of (1)SRI RABI NARAYAN BEHERA (Aadhar: 6038 4112 3782), aged about 56 years, by profession- Service (2) SRI RATIKANTA BEHERA (Aadhar: 8774 3122 8963), aged about 53 years, by profession- Service (3) SRI MANORANJAN BEHERA (Aadhar:5497 5865 4343), aged about 46 years, by profession- Business, all are son of Late Bauribandhu Behera (Father) and Late Rama Behera (Mother), Sl. No. 1 to 3 are resident of Bhubanpur, PO/PS- Baliana, Dist: Khurda, (4) PRATIMA SASMAL @ BEHERA (Aadhar: 3502 9680 6376), aged about 57 years, W/o Biswambr Sasmal, by profession: Housewife, Resident of Padhan Sahi, PO-Kuha, PS- Airfield,Dist: Khurda, Odisha, all are by caste: Gopal vide Regd GPA ID No. 1821701450 and Document no. 11821701392 dated 02.06.2017 in the office of Sub-Registrar, Baliana, Dist-Khurda (hereinafter referred to as the "VENDORS" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its partners, successors, executors, administrators, assigns and representatives etc) of the ONE PART .

IN FAVOUR OF

Mr./Ms., aged aboutyears, S/o D/o W/o, Aadhar no., PAN-, Mobile No., by caste:..... , by Profession: resident of At.....P.O.....,P.S....., Dist-, (hereinafter called the "PURCHASER/VENDEE" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors, assigns and representatives) of the OTHER PART.

VALUATION :

RS. /- (Rupees) only.

WHEREAS the property situated in Mouza- Andilo, P.S.- Baliana P. S. No. 14, Tahasil - Baliana, Plot No.896, Khata No 365, Status - Sthitiban, Kisam-Gharabari, total area measuring A0.328 decimals ("Said Land") as per Record of Rights (Patta).

AND WHEREAS, the vendors are in peaceful possession over the total area measuring A0.328 decimals the details of which are given in the schedule below, as the absolute and lawful owner without any dispute.

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

AND WHEREAS, the vendors are absolutely seized and possessed of and/or otherwise and sufficiently entitled to deal with the land and transfer/convey the same.

AND WHEREAS, the vendor had formulated a scheme for construction of S+4 storied Residential Building over the entire suit schedule land comprising of independent flats and units, to be sold to prospective purchasers of which the parties in pursuit of the aforesaid objective, the vendors have got the residential building constructed over the said property namely "LAVANYA" as per Building Plan sanctioned and approved by the Bhubaneswar Development Authority vide Letter No. 11108 dated 12.06.2020. and Registered before the ORERA Authority vide No. dated

AND WHEREAS, for legal necessity and for business, the vendors had expressed their intention to convey and transfer the proportionate impartible undivided share in the land in question with the finished building measuring carpet area of sqft assigned as Flat No..... on floor, Type -.....BHK along with adequate car parking space on Stilt floor of the said residential building namely "LAVANYA". The purchaser had accepted the offer and had evinced his willingness to purchase and acquire such proportionate impartible undivided share in the land with the flat in the residential 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 DEED WITNESSETH AS FOLLOWS :

1. In consideration of an amount of Rs...../-(Rupees.....) only has been paid by the purchaser to the vendors, the receipt of which the vendors hereby admits and acknowledge, the vendors 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 forever and the vendor do hereby covenant that notwithstanding any Act, deed or thing done by him, he/she 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 purchasers, 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 interests of the vendor. The vendor further state that he shall at all times hereafter 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.
 3. The vendor further states 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 purchasers shall peacefully and equitably possess the common areas 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.
 6. That the purchasers are at liberty to use and enjoy the common areas and all other facilities provided therein the said residential building namely "LAVANYA" and remain abide by the terms and conditions of a Residential Building dweller and the vendee is responsible and liable to pay and discharges all taxes, rents, common services,

annual maintenance, coloring, repairing etc, charges and other outgoing payable to Revenue, Municipal Corporation, Urban, CESU, PHD, Government and other authorities levied in respect of the property mentioned in the schedule below.

7. The purchasers, their 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 .
8. 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.
9. 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.
10. 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 owners of the residential building 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 and rules framed there under shall be binding upon the Vendee.
11. That, as per Building Approval Plan it is envisaged that the Apartments on all floors in the Residential Building shall be sold as an independent Flats along with impartible and undivided pro-rata shares only in the land underneath the Residential

- Building and further shall be permitted on the Terrace or elsewhere by the vendee (s).
12. That, upon taking over possession of the said Flat in the Residential Building the Vendee shall have no complaint or claim against the Vendor as to any item of work, quality of work, material, area/size of the Flat or on any other ground whatsoever.
 13. That, in case the Central Government, State Government or any other Local Authority, Department imposes any tax and duties upon the said flat in future, the same will be the liability of the vendee to pay the same in proportionate of the said flat.
 14. That, the Vendee confirms and acknowledges that the maintenance of the "LAVANYA" shall be discharged by the Vendor either itself or its nominated maintenance agency (hereinafter referred to as the "Maintenance agency) or by the Resident Welfare Association/ Society to be formed by all the flat owners.
 15. If the vendee defaults in making payment of the amount due and payable as per the maintenance agreement for its proportionate share of the maintenance charges, then the maintenance agency shall, after giving (15) workings days notice, be entitled to stop/disconnect/discontinue for any or all the facilities/services to the aforesaid unit, till such time that all the dues are paid in full.
 16. That, the Vendee shall keep the maintenance agency informed in writing, in case the vendee wishes to sell, transfer or otherwise dispose of the said residential building at any time in future to any third party and in case there remains any arrears due and payable to the Maintenance Agency on any account whatsoever the Maintenance Agency may refuse or grant such no objection certificate.
 17. 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.

IN WITNESS WHEREOF the vendor signed this the day, month and year first above, mentioned, in presence of following witnesses.

WITNESSES :

1.

2.

Signature of the Vendor

SCHEDULE OF PROPERTY

Dist.- Khurda, Tahasil- Baliana , P.S.- Baliana , PS No. 14, under the jurisdiction of Sub-Registrar, Baliana, Mouza- Andilo, Khata No.- 365 (Three Hundred sixty five), Plot No. 896 (Eight Hundred Ninety Six), Area- Ac.0.328 decimals Eight Hundred Ninety Four Decimals), Status- Sthitiban, Kisam- Gharabari, Rent- Rs.15.75 paisa.

The area transferred in favour of the purchaser being the undivided impartible interest measuring Ac.0.0..... decimals out of Ac.0.328 decimals with the building thereon measuring carpet area of sqft assigned as Flat No..... on floor, Type -.....BHK along with adequate Car Parking Space on Stilt floor of the residential building named and styled as "LAVANYA".

COST OF FLAT

1. Land Cost (for Ac.0.0.... dec.)	Rs..... /-
2. Flat Cost including parking space (carpet area of sqft)	Rs...../-
<hr/> Total	Rs...../-

FLAT BOUNDED BY : -

North -
South -
East -
West -

CERTIFICATE

Certified that the vendors and vendee do not belong to scheduled caste or scheduled tribe community.

Further 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.

Signature of the Vendee

Signature of the Vendor

M/s. Archi Tech Creations

Sambeswar Majhi
Partner