

DRAFT
22.04.2022

SALE-DEED

THIS INDENTURE OF SALE DEED executed on this _____ day of month
_____ Year 2022 (_____).

BY

M/S. PPL INFRASTRUCTURES, represented by its Managing Partner, Mr. Balusu Venkateswar Rao, S/o.- Late B. Satyam, PAN No.- AAYF4787F, AADHAAR No.-7334 6668 6725, having its office At.- New Colony, Near UST, Rayagada, P.O./P.S./Dist.- Rayagada-765001, Regd. Attorney holder for and on behalf of Mrs. Jayasri Patnaik, W/o.- Mr. Pratap Kumar Patnaik and Regd. GPA No.- 41582200325, dt.02.02.2022 executed by Mrs. A. Shyamalata, @ Veera Syamala, W/o.- A. Nageswar Rao & D/o.- Maruvada Gopalkrishna vide Regd. GPA No.- 41582200331, dt.02.02.2022 & Regd. GPA No.- 41582200325, dt.02.02.2022 respectively (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-
..... PAN - (here-in-after called as
"PURCHASER/VENDEE" which expression shall mean and include his/her legal
heirs, successors, executors, administrators and assigns) of the OTHER PART.

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

WHEREAS, the vendor being a promoter, developing a Residential Apartment Project over a total area of Ac0.412 decimals under revenue village Raniguda. The Vendor is the absolute owner of the total project area under Dist. -Rayagada, P.S.- Rayagada, P.S. No.-148, Tahasill - Rayagada, Mouza-Raniguda, Mutation Khata No.- 8/460, Plot No.-101/103/457, Area Ac.0.051 Decimals corresponding Khata No.-8/392 AND Khata No.-8/499, Plot No.-101/103/555, Area- Ac0.334 decimals which corresponds to Khata No.-8/392, Kisam:-Gharabari, status - Rayati. Total One Mouza, Two Khata, Two Plots Total Area- Ac0.412 decimals, coming under Dist. Sub-Registrar office, Rayagada, (Project Area) with right title interest by purchasing these properties from recorded tenants through various registered sale deeds. Hence the Vendor is in peaceful possession over the total project area measuring Ac0.412 decimals without any dispute.

AND WHEREAS, the vendor has converted all the land parcels coming under the project from agricultural status to residential (homestead) status, Kisam - Gharabari by virtue of various OLR Cases, u/s 8 (A) and obtained Corrected PATTA from the Tahasildar, Raniguda.

AND WHEREAS, the vendor has paid latest revenue (rent) for the session 2019-20 to the Govt. of Odisha through the Tahasildar, Raniguda and obtained receipts thereof.

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MANAGING PARTNER

AND WHEREAS, the vendor has formulated a scheme/project for construction of apartment (Multi-Storied Building) over the entire land comprising of independent flats and units, to be sold to prospective purchaser (s) of which the party (i.es) in pursuit of the aforesaid objective, the vendor is constructing the Multi-storied apartment over the entire project area in the name and style of "G. K. RESIDENCY", as per the Building Plan sanctioned and Approval Letter No.-2034/RSPA, dt.30.12.2021 issued by Rayagada Special Planning Authority for construction of S + 4 Residential Apartment building and ORERA Registration No. _____, dt. _____.

AND WHEREAS, the Vendee approached the Vendor to purchase a unit flat from the aforesaid project, the Vendor expressed his intention to convey and transfer the proportionate impartible, undivided share in the land in question with the building measuring Sqmt (.....sqft) of carpet area assigned as Flat No.....on floor, Block-....., Type including one covered Car Parking Space said apartment in the project namely "G. K. RESIDENCY". The purchaser has accepted the offer and has expressed 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 been 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 vendor has 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 either clear marketable title with 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 vendor. 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 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.

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2. The vendor do hereby declared 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. 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.

5. The occupancy Certificate (O.C) No. _____, dt. _____ have also issued by the Rayagada Special Planning Authority w.r.t. subject property in accordance to the ODA Act, 1982 read with Rule 2020 (Copy of Occupancy Certificate attached).

6. 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).

7. 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.

8. That the vendee is at liberty to use and enjoy the common areas and all other facilities provided therein the said apartment namely "G. K. RESIDENCY", but not limited to STP, Electrical Substation, Water tanks, lifts, common passages, staircases, Central Garden, Sports facilities, 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.

9. 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.

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

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11. 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.

12. 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.

13. 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 there under shall be binding on the vendee.

14. 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 PROPERTIES

Dist. -Rayagada, P.S.- Rayagada, P.S. No.-148, Tahasill – Rayagada, Mouza- Raniguda, Mutation Khata No.-8/460, Plot No.-101/103/457, Area Ac.0.051 Decimals corresponding Khata No.-8/392 AND Khata No.-8/499, Plot No.-101/103/555, Area- Ac0.334 decimals which corresponds to Khata No.-8/392, Kisam:-Gharabari, status – Rayati. Total One Mouza, Two Khata, Two Plots Total Area- Ac0.412 decimals, coming under Dist. Sub-Registrar office, Rayagada, (Project Area)..

LAND BOUNDED BY: -

North: - Municipality Road South: - T Venkateswarlu&ors
East: - A Shymalata& M. Gopalkrishna. West: - K. Sanyasi Rao.

The area of the flat transferred in favour of the purchaser including the undivided, impartible interest in the project land and facility thereof admeasuring Sqmt (.....sqft). Carpet area assigned to the Flat No..... on floor, Block-....., Type _____ BHK including one covered Car Parking Space of the apartment in the said project "G. K. RESIDENCY".

FLAT BOUNDED BY: -

North- South-
East- West-

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MANAGING PARTNER

COST OF FLAT(WITH BREAKUP AND DESCRIPTION)

01. Proportionate undivided impartible share land cost
(for Ac0.0.....dec)Rs. _____
02. Total price of flat on the carpet area ____ sqft.
Including one covered car parking space
Rate of Apartment per sqft @ Rs. Rs. _____
03. GST, Registration Charges, Stamp duty,
other taxes as applicable Rs. _____
- Total Rs. _____

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

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

VENDEE

VENDOR

Prepared by Advocate, Rayagada

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B. Venkateswara
MANAGING PARTNER