

**S A L E - D E E D**

THIS INDENTURE OF SALE DEED executed on this \_\_\_\_\_ day of month  
\_\_\_\_\_ Year \_\_\_\_\_ (\_\_\_\_\_).

B Y

**ANITA CHOUDHURY, ARJUN PATRA, BANSHIDHAR PATRA, NIRAKAR PATRA, CHAKRADHAR PATRA, CHITARANJAN PATRA, KRUTIBAS PATRA, SABITA RANI MOHAPATRA, PRADEEP KUMAR SAHOO, RASMI REKHA DAS, BHRULATA MALLA, PRITICHANDA BISWAL, PUVADA SUJATA, E SIRDI SYAMA SIVA RAO, ELLA PHANENDRA, JAYASHREE DEY, BIJOY KUMAR DEY, AJAY KUMAR DEY, MADHUSUDAN DEY, JAYDEV LENKA, RAJESH KUMAR PANDA, GOKULANANDA JENA, SUJATA PATRA, MINAKHI PADHI, RAJIB LOCHAN R ROUT, RAMACHANDRA JENA, DEBI PRASAD JENA, UMA PRASAD JENA, NILIMA SWAIN, DEEPAK TRIPATHY, DILLIP KUMAR MISHRA, SUBRAT SRICHANDAN, SUBHADRA BEHERA, PRITAM BEHERA, GOUTAM BEHERA, NIRUPAMA SRICHANDAN, SANJAY SUBUDHIRAY, CHINMAYA SUBUDHIRAY, BISWANATH JENA, SHASHIKALA BARIK, BIDYUT PRABHA BARIK, CHANDRAMANI BARIK, GAYAPRASAD BARIK, ASSOTECH BEBL INFRASTRUCTURE PVT. LTD.,** all represented through their General Power of Attorney (GPA) holder **ASSOTECH SUN GROWTH ABODE LLP.,** (CIN No.AAA-8036), a partnership formed and registered under Limited Liability Partnership Act, 2008 having its office at Office No. 105, Pankaj Tower, 1<sup>st</sup> Floor, LSC – VI, Mayur Vihar, Phase – 1, New Delhi-110091 (PAN –ACBFS867IE), and Regional Office at “Assotech Pride”, Plot no. 274, Near Kali Mandir, Rudrapur, NH – 16, Bhubaneswar (Odisha), PIN -752101, **who by self and being the Attorney Holder** (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 Multi-Storied Housing and Residential Project over a total area of Ac11.956 decimals under revenue village Rudrapur and Jayapur. The Vendor is the absolute owner of a part of the total project area with right title interest by purchasing these properties from recorded tenants through various registered sale deeds and for the remaining part of the area the Vendor is the General Power of Attorney Holder by virtue of executing several registered GPA in their favour from rightful owners. Hence the Vendor is in peaceful possession over the total project area measuring Ac11.956 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, Bhubaneswar

AND WHEREAS, the vendor has paid latest revenue (rent) for the session 2019-20 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 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 (ies) 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

“Assotech Pride, Phase – 1”, as per the Building Plan sanctioned and approved by the Bhubaneswar Municipal Corporation, Bhubaneswar vide Letter No.33608, dated 27.11.2019 in File No. MBP/BMC-02-0059/2019.

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 “Assotech Pride, (Phase-1)”. 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 or registered GPA from lawful recorded tenants / legal heirs 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.

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 3<sup>rd</sup> 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 "Assotech Pride, (Phase-1)", 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.

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, 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 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.

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, after execution of this conveyance / sale deed, all obligation with respect to the said flat, and the said project stands fully complied / fulfilled / completed, including all the payments received against flat cost, covered car parking, IFMS, Facilities.

13. That, Vendee is not liable for any claim whatsoever after execution of this conveyance / sale deed.

14. That the vendee will compulsorily become a member of Apartment Owners Association / society, which will be formed by the Vendor, as per the mandates of Odisha Apartment Ownership Act. 1982 as well as the Rules to be framed there under & shall abide by the declaration signed and bound by The Odisha Apartment Ownership Act. 1982 & rules framed there in.

15. 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

Mouza – Rudrapur & Jayapur, Dist.- Khordha Tahasil- Bhubaneswar, P.S.-  
Balianta, under the jurisdiction of District Sub-Registrar, Khordha at  
Bhubaneswar,

| SL NO | KHATA NO | PLOT NO   | AREA IN DECIMAL | KISAMA    | MOUZA    |
|-------|----------|-----------|-----------------|-----------|----------|
| 1     | 412/878  | 271       | 20              | GHARABARI | RUDRAPUR |
| 2     | 412/928  | 270       | 20              | GHARABARI | RUDRAPUR |
| 3     | 412/604  | 269       | 80              | GHARABARI | RUDRAPUR |
| 4     | 409      | 273       | 740             | GHARABARI | RUDRAPUR |
| 5     | 348      | 274       | 102.5           | GHARABARI | RUDRAPUR |
| 6     | 412/880  | 276/9069  | 50              | GHARABARI | RUDRAPUR |
| 7     | 412/1043 | 277/9120  | 55              | GHARABARI | RUDRAPUR |
| 8     | 412/702  | 277/8919  | 413             | GHARABARI | RUDRAPUR |
| 9     | 412/1077 | 277/9128  | 52              | GHARABARI | RUDRAPUR |
| 10    | 412/793  | 277/8920  | 69              | GHARABARI | RUDRAPUR |
| 11    | 412/425  | 280/2189  | 40              | GHARABARI | RUDRAPUR |
| 12    | 412/426  | 280/2190  | 41              | GHARABARI | RUDRAPUR |
| 13    | 412/540  | 280/2789  | 40              | GHARABARI | RUDRAPUR |
| 14    | 412/656  | 280/8886  | 46              | GHARABARI | RUDRAPUR |
| 15    | 412/383  | 280       | 186             | GHARABARI | RUDRAPUR |
| 16    | 412/1179 | 282/9968  | 34              | GHARABARI | RUDRAPUR |
| 17    | 412/1796 | 282/10928 | 69              | GHARABARI | RUDRAPUR |
| 18    | 412/1170 | 283/9960  | 43              | GHARABARI | RUDRAPUR |
| 19    | 303      | 283       | 94              | GHARABARI | RUDRAPUR |
| 20    | 412/1168 | 283/9958  | 43              | GHARABARI | RUDRAPUR |
| 21    | 412/1169 | 283/9959  | 50              | GHARABARI | RUDRAPUR |
| 22    | 412/1171 | 283/9961  | 50              | GHARABARI | RUDRAPUR |
| 23    | 305      | 284       | 740             | GHARABARI | RUDRAPUR |
| 24    | 412/1180 | 730/9969  | 34              | GHARABARI | RUDRAPUR |
| 25    | 412/572  | 731/2814  | 34              | GHARABARI | RUDRAPUR |
| 26    | 412/598  | 731/2840  | 46              | GHARABARI | RUDRAPUR |

|    |          |               |     |           |          |
|----|----------|---------------|-----|-----------|----------|
| 27 | 412/1348 | 731           | 70  | GHARABARI | RUDRAPUR |
| 28 | 412/437  | 304/2200      | 46  | GHARABARI | RUDRAPUR |
| 29 | 412/1459 | 304/2839      | 30  | GHARABARI | RUDRAPUR |
| 30 | 412/1009 | 305/2762      | 20  | GHARABARI | RUDRAPUR |
| 31 | 412/1346 | 305/10141     | 20  | GHARABARI | RUDRAPUR |
| 32 | 412/465  | 304/2221      | 65  | GHARABARI | RUDRAPUR |
| 33 | 412/716  | 304/2221/8928 | 65  | GHARABARI | RUDRAPUR |
| 34 | 234      | 306           | 725 | GHARABARI | RUDRAPUR |
| 35 | 587      | 78            | 570 | GHARABARI | JAYPUR   |
| 36 | 104      | 77            | 60  | GHARABARI | JAYPUR   |
| 37 | 412/434  | 280/2198      | 59  | GHARABARI | RUDRAPUR |
| 38 | 412/438  | 281/2201      | 73  | GHARABARI | RUDRAPUR |
| 39 | 412/435  | 280/2199      | 59  | GHARABARI | RUDRAPUR |
| 40 | 412/541  | 280/2790      | 46  | GHARABARI | RUDRAPUR |
| 41 | 412/1079 | 274/9190      | 205 | GHARABARI | RUDRAPUR |
| 42 | 412/1349 | 276           | 680 | GHARABARI | RUDRAPUR |
| 43 | 412/660  | 277/856       | 30  | GHARABARI | RUDRAPUR |
| 44 | 412/662  | 277/8893      | 348 | GHARABARI | RUDRAPUR |
| 45 | 412/1357 | 279/10152     | 70  | GHARABARI | RUDRAPUR |
| 46 | 412/1613 | 279           | 223 | GHARABARI | RUDRAPUR |
| 47 | 412/1102 | 280/2188      | 40  | GHARABARI | RUDRAPUR |
| 48 | 412/659  | 280/8891      | 648 | GHARABARI | RUDRAPUR |
| 49 | 412/1790 | 282/10925     | 443 | GHARABARI | RUDRAPUR |
| 50 | 412/661  | 282/8892      | 580 | GHARABARI | RUDRAPUR |
| 51 | 412/1677 | 730/10825     | 41  | GHARABARI | RUDRAPUR |
| 52 | 412/1777 | 730           | 75  | GHARABARI | RUDRAPUR |
| 53 | 412/1612 | 283/10771     | 280 | GHARABARI | RUDRAPUR |
| 54 | 412/1145 | 285           | 200 | GHARABARI | RUDRAPUR |
| 55 | 412/1614 | 286           | 280 | GHARABARI | RUDRAPUR |
| 56 | 412/632  | 287           | 140 | GHARABARI | RUDRAPUR |
| 57 | 412/1086 | 289           | 260 | GHARABARI | RUDRAPUR |
| 58 | 412/1419 | 290           | 760 | GHARABARI | RUDRAPUR |
| 59 | 412/1087 | 308           | 240 | GHARABARI | RUDRAPUR |

|    |          |          |     |           |          |
|----|----------|----------|-----|-----------|----------|
| 60 | 412/1823 | 309      | 50  | GHARABARI | RUDRAPUR |
| 61 | 412/1783 | 277/9141 | 92  | GHARABARI | RUDRAPUR |
| 62 | 412/1792 | 288      | 140 | GHARABARI | RUDRAPUR |
| 63 | 412/1778 | 304      | 204 | GHARABARI | RUDRAPUR |
| 64 |          | 305      | 120 | GHARABARI | RUDRAPUR |
| 65 | 412/1798 | 281      | 27  | GHARABARI | RUDRAPUR |
| 66 | 412/1791 | 277      | 41  | GHARABARI | RUDRAPUR |
| 67 | 412/878  | 272      | 20  | GHARABARI | RUDRAPUR |

LAND BOUNDED BY :-

East-

West-

North-

South-

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 “**Assotech Pride, (Phase-1)**”.

FLAT BOUNDED BY :-

North-

South-

East-

West-

**COST OF FLAT**

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, Bhubaneswar