

SALE – DEED

THIS DEED OF SALE made on this ____ day of _____, 20__ (Two Thousand _____) at Bhubaneswar, Odisha.

BETWEEN

M/S UTKAL BUILDERS LIMITED, CIN-U45202OR1990PLC002529, PAN-AAACU5502C, a company registered under companies Act, 1956 and having its Head office at 777, Saheed Nagar, Bhubaneswar-750007 represented through its **Managing Director, Mr. Sharad Baid**, DOB-17th Sept 1976, aged about ____ years, Son of Bhanwar Lal Baid, Resident of Flat No-91, Block-D, Utkal Royal Residency, Plot No-77, Goutam Nagar, Bhubaneswar, Dist-Khurda, Pin-751014, State-Odisha, by caste-Oswal, Profession-Business, Aadhar No. 6393 3855 0025, PAN-ADEPB3155G, Mob:9437555111 (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

[If the VENDEE is a Company]

_____, (CIN no. _____) a Company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the “**VENDEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **OTHER PART**.

[OR]

[If the VENDEE is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the “**VENDEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **OTHER PART**.

[OR]

[If the VENDEE is an Individual]

Mr./ Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the “**VENDEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **OTHER PART**.

[OR]

[If the VENDEE is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "VENDEE" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **OTHER PART**.

[Please insert details of other **VENDEE (s)**, in case of more than one **VENDEE**]

The **VENDOR** and **VENDEE** shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

Wherever the **VENDOR** and **VENDEE** is a female, groups of persons/HUF/firm/company, the expressions 'He, Him, Himself, His' occurring in this deed in relation to shall be read and construed as 'She, Her, Herself or 'They, It' respectively.

Nature of Deed :- **SALE DEED.**

Consideration Amount :- Rs. _____/-

GST :- Rs. _____/-

Total :- Rs. _____/-

(Rupees _____) only.

WHEREAS:

A. The **VENDOR** herein is the attorney holder and in vacant peaceful possession of ALL THAT the piece and parcel of land having 'Kisam: Gharabari' containing an area of;

- a. Ac 0.103, situate lying at and being Plot no. 369/1940/4889 and Ac 0.083 situate lying at and being Plot No.369/1940/4890 both plots are recorded in Khata No.474/3218,
- b. Ac 0.108 situate lying at and being Plot No.369/1940/4891 and Ac. 0.090 situate lying at and being Plot No.369/1940/4892 both plot are recorded in Khata No.474/3219,
- c. Ac 0.200 situate lying at and being Plot No.369/1940/4893, recorded in Khata No.474/3220,

- d. Ac 0.211 situate lying at and being Plot No.369/1940/4894, recorded in Khata No.474/3221,
- e. Ac 0.006 situate lying at and being Plot No.369/1940 and Ac 0.199 situate lying at and being Plot No.369/1940/4895 both plots are recorded in Khata No.474/3222,
- f. Ac 0.200 situate lying at and being Plot No. 369/2381, recorded in Khata No.474/568,

All the above said nine plots recorded in six khata are situated in Mouza Patia, Tahasil-Bhubaneswar, Tahasil No.260, Thana-New Capital, Thana No.22, District: Khurda, Odisha containing the **total land area of Ac1.200** are more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as "**the SAID LAND**" and the facts about the devolution of title of the **VENDOR** to the said Land are mentioned below:-.

- a. By virtue of a registered "Agreement for Development of Property (land)", vide Document No. 11082304699, Book No.1, Volume No.91, for the year 2023, dated 4th April 2023 and a registered "Irrevocable General Power of Attorney", vide Document No. 11082304698, Book No.1, Volume No.91, for the year 2023, dated 4th April 2023, registered in the office of the District Sub-Registrar, Khurda at Bhubaneswar, the **VENDOR** has obtained Ac 0.103, situate lying at and being Plot no. 369/1940/4889 and Ac 0.083 situate lying at and being Plot No.369/1940/4890 both plots are recorded in Khata No.474/3218 from the recorded owner Mr. Subrat Kumar Acharya.
- b. By virtue of a registered "Agreement for Development of Property (land)", vide Document No. Agreement for Development of Property (Land)" executed before Consulate General of India, Chicago (U.S.A.) & confirmed by The Collector Khurda & registered before District Sub Registrar, Khorda at Bhubaneswar vide Document No-11082401204, Book No.-1, Volume No.-22, for the year 2024, dated 20TH November 2023 and Irrevocable General Power of Attorney" Vide Document No-CHIC/ATT 2398/2023 on dated 30.05.2023 executed before Consulate General of India, Chicago (U.S.A.) & confirmed by The Collector Khurda the **VENDOR** has obtained Ac 0.108 situate lying at and being Plot No.369/1940/4891 and Ac. 0.090 situate lying at and being Plot

No.369/1940/4892 both plot are recorded in Khata No.474/3219 from the recorded owner Mr. Sumanta Acharya

- g. By virtue of a registered "Agreement for Development of Property (land)", vide Document No. 11082304697, Book No.1, Volume No.90, for the year 2023, dated 4th April 2023 and a registered "Irrevocable General Power of Attorney", vide Document No. 11082304696, Book No.1, Volume No.90, for the year 2023, dated 4th April 2023, registered in the office of the District Sub-Registrar, Khurda at Bhubaneswar, the **VENDOR** has obtained Ac 0.200 situate lying at and being Plot No.369/1940/4893, recorded in Khata No.474/3220 from the recorded owner Mr. Arvind Acharya.
- h. By virtue of a registered "Agreement for Development of Property (land)", vide Document No. 11082304695, Book No.1, Volume No.90, for the year 2023, dated 4th April 2023 and a registered "Irrevocable General Power of Attorney", vide Document No. 11082304694, Book No.1, Volume No.90, for the year 2023, dated 4th April 2023, registered in the office of the District Sub-Registrar, Khurda at Bhubaneswar, the **VENDOR** has obtained Ac 0.211 situate lying at and being Plot No.369/1940/4894, recorded in Khata No.474/3221 from the recorded owner Mr. Shankar Acharya.
- i. By virtue of registered "Agreement for Development of Property (land)", vide Document No. 11082304693, Book No.1, Volume No.90, for the year 2023, dated 4th April 2023 & "Irrevocable General Power of Attorney", vide Document No. 11082304692, Book No.1, Volume No.90, for the year 2023, dated 4th April 2023, registered in the office of the District Sub-Registrar, Khurda at Bhubaneswar, the **VENDOR** has obtained Ac.0.153.75 decimals out of Area-Ac 0.2050 decimals situate lying at and being Plot No-369/1940 & 369/1940/4895 in Khata No.474/3222 from the recorded owners Mr. Subrat Kumar Acharya, Mr. Arvind Acharya, Mr. Shankar Acharya.
- j. By virtue of a registered "Agreement for Development of Property (Land)" executed before Consulate General of India, Chicago (U.S.A.) & confirmed by The Collector Khurda & registered before District Sub Registrar, Khorda at Bhubaneswar vide Document No. 11082401213, Book No.1, Volume No.22, for the year 2024, dated 20th November 2023 and a registered "Irrevocable General Power of Attorney", " Vide Document No-CHIC/ATT 2398/2023 on dated 30th May .2023 executed

before Consulate General of India, Chicago (U.S.A.) & confirmed by The Collector Khurda the **VENDOR** has obtained Ac.0.051.25 decimals out of Area-Ac 0.2050 decimals situate lying at and being Plot No-369/1940 & 369/1940/4895 in Khata No.474/3222 from the recorded owner Sumanta Acharya.

- k. By virtue of a notarized "Agreement for Development of Property (land)", dated 17th February 2021 and a registered "Irrevocable General Power of Attorney", vide Document No. 41082102594, Book No.4, Volume No.47, for the year 2021, dated 19-02-2021, registered in the office of the District Sub-Registrar, Khurda at Bhubaneswar the **VENDOR** has obtained Ac 0.200 situate lying at and being Plot No. 369/2381, recorded in Khata No.474/568 from the recorded owner Mrs Arati Das.

the aforesaid land Owners has appointed the **VENDOR** as their true and lawful constituted attorney and conferred the sole, exclusive and irrevocable rights and authority; (1) to develop the aforementioned Land into a mixed use development project (immovable property) (2) to sale such immovable property (Promoter share) to the intending buyer and to convey the right, title & interest in connection to such immovable property as per law, (3) to do and execute all acts, deeds, and things as per the aforesaid "Development Agreement" and "Power of Attorney".

- B.** The **VENDOR** is absolutely seized and possessed of and/or otherwise and sufficiently entitled to deal with the land and transfer/convey the same and further declares and undertakes that the said land is free from all sorts of litigations, disputes, liens, charges and encumbrances in any manner whatsoever.
- C.** The **VENDOR** has been paying land revenue (rent) to the Govt. of Odisha through the Revenue Authority, Bhubaneswar and obtained receipts thereof.
- D.** Out of the total area of the Said Land Ac_____ was earmarked for the purpose of development of a multistoried residential building and Ac_____ was earmarked for the purpose of development of a multistoried commercial building.
- E.** The Project has named and styled as "**Utkal Isquare**".
- F.** The **VENDOR** has obtained the approval of plan from the Bhubaneswar Municipal Corporation vide approval letter no. **Letter No- 21479** on dated **03rd September 2023**, **File No-MBP-BMC-02-0060/2021**. for developing the

Scheduled Land into a multi storied residential building comprising **LB+UB+S+11** floor and consisting ____ numbers of apartment/flats, and a multistoried commercial building comprising **LB+UB+G+9** floor along with common facilities and amenities as specified in Annexure-C of this deed.

- G.** The **VENDOR** has registered the project under the provisions of the Act with the Odisha Real Estate Regulatory Authority at Bhubaneswar, Odisha vide Registration No. _____ dated _____.
- H.** The **VENDOR** has developed and completed the residential building (**herein after referred as the said residential building**) as per the above said sanctioned plan and permitted modification thereof by the concerned authority and also obtained the occupancy certificate vide no. _____, Dated _____.
- I.** The **VENDOR** has obtained fire safety certificate from fire department vide Certificate No-_____ on dated _____ in respect of said Residential Building from the office of the _____.
- J.** The **VENDEE** being desirous to acquire/purchase a residential apartment/flat in the said **residential building** and approached the **VENDOR** through a written application in the prescribed format of the **VENDOR** for the _____ BHK Apartment/Flat bearing Flat No._____, of _____ floor and _____ number/s of car parking space on _____ floor bearing car parking number _____ on dated _____, (**herein after referred as the said residential flat**) more fully and particularly mentioned and described in the **SCHEDULE-A** hereunder, having Carpet area of _____ sq.ft, Exclusive Balcony area _____ sq.ft along with the proportionate undivided and undemarcated share in the Land of the said **residential flat** attributable to **VENDEE** for a consideration cost of Rs._____/ - (Rupees _____ only). The **VENDOR** has agreed on this proposal and allotted the said **residential flat** on dated _____ to the **VENDEE** against the above said consideration cost and latter on, to that effect, both the parties had entered into an Agreement for Sale, as per the provision of ORERA RULE 8(1), Annexure-A vide Document No. _____, Book No.____, Volume No. _____, for the year _____, dated _____ and registered in the office of the Sub-Registrar Khandagiri, Bhubaneswar.

- K. As per provision of the ORERA RULE 8(1), Annexure-A Clause no. I, 11 and both the parties have also entered in to a “Memorandum of Understanding” on dated _____ as per the contractual understanding between them.
- L. In consonance with the said “Agreement for Sale” & “Memorandum of Understanding”, the **VENDEE** has made payments to the **VENDOR** thereof and the parties are now desirous of executing this Sale Deed for affecting the right, title & interest of the said flat in favour of the **VENDEE**.

NOW THEREFORE THIS SALE DEED WITNESSETH AS FOLLOWS:

In pursuance to the aforesaid agreements the **VENDEE** has paid the total consideration cost of Rs. _____/- (Rupees _____) and the effective GST there on as per the norms of Govt. of India, Ministry of Finance Department of Revenue and the receipt of which has acknowledged and hereby admit by the **VENDOR** and the **VENDOR** hereby grant, transfer, convey, assign and assures the right, title and interest of the said residential flat and right and interest on the proportionate impartibly and undemarcated share in the land in question appurtenant to the said flat to the **VENDEE** as set out in the **SCHEDULE-A** given below together with all rights, privileges, easements and appendages.

1. THE VENDOR DOTH AND HEREBY COVENANT WITH THE VENDEE as follows:

- 1.1.** That hereinafter the **VENDEE** is entitled to the exclusive ownership and possession of the said flat and be only rights and interest on such undivided interest in the common areas and facilities computed by taking the carpet area of such flat as a basis in relation to the total carpet areas of the residential building.
- 1.2.** That the undivided proportionate title in the common areas shall be conveyed to the Association of Allottees, in such manner and with such particulars as per the applicable laws.
- 1.3.** That proportionate undivided, undemarcated, indivisible share in the Land appurtenant the said residential flat hereby respectively conveyed by the **VENDOR** is free and discharged from and against all manner of encumbrances whatsoever created or suffered by the **VENDOR**.
- 1.4.** That the said flat with its undivided interest in common areas and facilities appurtenant thereto shall be heritable and transferable

immovable property within the meaning of any law for the time being in force and accordingly the **VENDEE** may transfer the said flat and undivided interest in the common area and facilities appurtenant thereto by way of sale, mortgage, lease, gift, exchange or in any other manner what so ever in the same manner, to the same extent and subject to the same rights, privileges, obligations, liabilities, investigations, legal proceedings, remedies and to penalty, forfeiture and punishment or may make a bequest of the same under the laws applicable to the transfer and succession of immovable property.

1.5. That neither the said flat nor the undivided interest in common areas and facilities appurtenant thereto shall be partitioned or sub-divided for any purpose whatsoever and any covenant to the contrary shall be void.

1.6. That the common area of the commercial building shall be solely possessed by the **VENDOR** with all right, title and interest.

1.7. The **VENDOR** can use or permit to be used the common area or any part thereof for any events and other promotional activities designed to attract customer attention and/or be beneficial to the commercial building.

1.8. The **VENDOR** can use the entire common areas or any part thereof including the façade, ultimate roof top, parapet walls or outer walls or drive way/boundary wall/gate of the commercial building for putting up signage, Kiosks, institutional advertisings signboards, glow sign, placard or any other publicity material as per its discretion.

2. THE VENDEE DOTH AND HEREBY COVENANT WITH THE VENDOR as follows:

2.1. Before the date of execution hereof, the **VENDEE** has examined, inspected and got himself/herself fully satisfied about the following:

- (a) The **VENDEE** has examined and got himself/herself fully satisfied about the right, title and interest of the **VENDOR** to the proportionate share in the said Land and the residential building and accepted the same.
- (b) The **VENDEE** has inspected and accepted the Building Plan sanctioned by the Bhubaneswar Municipal Corporation in

respect of the said residential building and flat and also the intended use as specified therein.

- (c) The **VENDEE** has verified and satisfied himself/herself fully about the Carpet area of the said residential flat mentioned in the Schedule-A hereunder and has accepted the same fully and in all manner, including for the purpose of payment of the consideration and other amounts hereunder, and hereby expressly declares to do not raise any dispute or question in this regard.
- (d) The **VENDEE** has also examined, satisfied himself/herself and accepted the workmanship and quality of construction of the said residential building, said flat and the facilities provided and confirms that the same are to his/her full satisfaction and shall not raise any question or objection or make any claim or demand whatsoever against the **VENDOR** with regard thereto.
- (e) The **VENDEE** shall not claim any right, title and interest over the common area and facilities of the commercial building except the right to use of such common area or any part thereof subject to paramount and overriding rights and authority of the **VENDOR**.

2.2. The VENDEE binds himself to pay regularly and punctually the Rates & Taxes assessed by the municipal authority in respect of the said residential flat wholly to the concerned authority of Bhubaneswar Municipal Corporation directly.

2.3. The VENDEE shall:

- (a) Use the said residential flat for only as a residential purpose and for no other purposes whatsoever.
- (b) Neither changes the nature, character and use of the said residential flat in any manner whatsoever nor shall allow any illegal operations or activities thereat.
- (c) Be absolutely responsible for the internal security in respect of the Said residential flat and shall at its own cost install necessary security system.

- (d) Use the common portions of the said residential building only to the extent required for ingress to and egress from the said residential flat.
- (e) Keep the common areas, open spaces, parking spaces, paths, passages, driveways, staircase, lobby, landings etc. and the Joint Common Portions of the residential building free from obstructions and encroachments and in a clean and orderly manner and will not store or allow anyone to store any goods articles or things therein or thereat.
- (f) Abide by, observe and perform all the relevant norms, conditions, rules and regulations (including fire safety rules) while using the water, electricity, drainage, sewerage, lift, tube-well, generator, fire-safety equipments and other utilities and facilities at and of the said residential building.

3. MISCELLANEOUS:

3.1. The **VENDEE**, if a Non-Resident Indian or Person of Indian Origin not residing in India or not an Indian, shall be solely responsible to comply with the provisions of the Foreign Exchange Management - 1ct, 1999, as may be modified or re-enacted from time to time, and/or all other statutory provisions laid down or notified by the Government or Statutory Authorities (including those relating to acquiring of immovable properties in India).

3.2. The Stamp Duty, Registration Charges and Professional Fees for drafting this Deed of Sale shall be borne by the **VENDEE**.

4. This Deed, the Agreement for Sale and Memorandum of understanding 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.

5. NOTICE:

5.1. Unless otherwise expressly mentioned herein all communications, demand notice etc. shall be sent by the **VENDOR** herein to the **VENDEE** hereto whose name appears first and at the abovementioned address which shall for all purposes be considered as service on all the **VENDEE** hereto and no separate

communication shall be sent to the other named **VENDEE**. It shall be the responsibility of the **VENDEE** to inform the **VENDOR** herein by Registered Post with Acknowledge Due about all subsequent changes in his address, if any, failing which all demand notices and letters posted at the earlier registered address will be deemed to have been received by him at the time when those. Should ordinarily reach such address.

FIRST SCHEDULE

(Description of the Property)

ALL THAT the piece or parcel of land, having Record of Right in favour of Utkal Builders Ltd., measuring Ac. _____ dec. of;

- a. Ac 0.103, situate lying at and being Plot no. 369/1940/4889 and Ac 0.083 situate lying at and being Plot No.369/1940/4890 both plots are recorded in Khata No.474/3218,
- b. Ac 0.108 situate lying at and being Plot No.369/1940/4891 and Ac. 0.090 situate lying at and being Plot No.369/1940/4892 both plot are recorded in Khata No.474/3219,
- c. Ac 0.200 situate lying at and being Plot No.369/1940/4893, recorded in Khata No.474/3220,
- d. Ac 0.211 situate lying at and being Plot No.369/1940/4894, recorded in Khata No.474/3221,
- e. Ac 0.006 situate lying at and being Plot No.369/1940 and Ac 0.199 situate lying at and being Plot No.369/1940/4895 both plots are recorded in Khata No.474/3222,
- f. Ac 0.200 situate lying at and being Plot No. 369/2381, recorded in Khata No.474/568,

The area transferred in favour of the **VENDEE** being the undivided impartible interest measuring Ac.0.0 _____ decimal, against **Flat No.** _____, admeasuring _____ Sq.ft. carpet area on _____ floor of the Residential Building named and styled as "**UTKAL ISQUARE**" (Sketch map is attached & the suit Flat marked in red color).

BOUNDED BY :-

North –

South –

East -

West –

COST OF THE FLAT NO-_____.

1.	Land Cost (Ac._____dec.).	Rs._____.00
2.	Frame structured measuring _____ sq.ft. Carpet area	Rs._____.00
3.	El & PH Cost	Rs._____.00
4.	Boundary Cost	Rs._____.00
	Consideration cost	Rs._____.00
5.	GST @ 12%	Rs._____.00
	Total	Rs._____.00
	(Rupees _____) only	

FLOOR PLAN OF THE UNIT/FLAT

Attached in a separate sheet as ANNEXURE -II

DESCRIPTION OF THE FIXTURES AND AMENITIES

SPECIFICATIONS
AMENITIES & SERVICES

CERTIFICATE

Certified that the **VENDOR** and **VENDEE** does not belongs to scheduled caste or scheduled tribe community and as the restriction spelt out of the Odisha land Reform Act or Regulation (ii)of 1956 has no applicability.

Further, certified that land in question is not within the purview of consolidation proceeding under Odisha Consolidation of Holding and Prevention of Fragmentation of Land Act 1972.

Further, certified that land in question is not ceiling surplus land within the meaning of Urban Land Ceiling & Regulation Act, 1976 of the Odisha land Reform Act, 1956.

Further, certified that land in question is not species of endowment Property within the meaning of Odisha Hindu Religious Endowment Act, 1951 qualifying to be resisted under the Flat Registration system available in the Indian Stamp (Odisha Amendment) Act, 2001 notified in the Odisha gazette on 10th day of June 2008.

Witness

For M/s Utkal Builders Pvt. Ltd.

Director

1.

(VENDOR)

2.

(VENDEE)

Certified that, I have drafted and prepared this Deed of Sale as per the instruction of the executants, who put their signatures in this Deed after admitting the contents of this Deed to be true and correct.

Advocate

ANNEXURE 1

ANNEXURE 2