

SALE DEED

This Deed of Sale made on this the day of at Bhubaneswar.

BETWEEN

“M/s **Motwani Constructions PVT LTD**”, a company incorporated under the companies act having its, registration No.U70100OR2008PTC010136, PAN AAGCM2496K having its office at. Ground floor N/4 229 irc village nayapalli, Bhubaneswar, Pin- 751022, Dist.-Khurda represent through its Director Shri Manas Motwani, aged about 31 years, son of Shri Dillip Kumar Motwani, having AADHAR no- 3437 7938 0545DEVELOPMENT Power of Attorney Holder for & on behalf of **G. M. Infratech Limited**, a company incorporated under the companies act having its, registration No.-45400WB2011PLC167996PAN - AECG4626M and having its registered office at 7, waterloo street, 2nd floor, Kolkata, West Bengal, pin-700069, represented through its Director Sri. Raj Kumar Misra, aged about 55 years, S/o: Late Ghanshyam Misra, by Caste:- Brahmin, by Profession: Business, at: Gorumahisani, P.o: Gorumahisani, P.S: Gorumahisani, Dist: Mayurbhanj, AADHAR NO- 3742 7168 0716 Vide Regd. DEVELOPMENT POWER OF ATTORNEY ID No. 1081302664 and Document No. 10392106706, Dt. 16/11/2021, registered in the office of Sub-Registrar, CUTTACK, (herein after called the “VENDORS / SELLER” which expression unless excluded by or repugnant to the context shall mean and include their legal heirs, successors, assigns and legal representatives etc.) of the **ONE PART**.

WHEREAS, the schedule properties mentioned in the schedule below stands recorded in the name **G. M. Infratech Limited**, a company incorporated under the companies act having its, registration No.- 45400WB2011PLC167996PAN - AECG4626M and having its registered office at 7, waterloo street, 2nd floor, Kolkata, West Bengal, pin-700069, represented through its Director Sri. Raj Kumar Misra, aged about 55 years, and the vendors are in peaceful possession over the schedule properties without any dispute over piece of parcel of land measure **Total Area Acres. 1.76.3 Kadi** situated in

Area Acres. 1.76.3 Kadi situated in ,Dist- Cuttack, P.S: Sub Registrar office and Tahasil- Cuttack Sadar. P.S. No.45, Tahasil No. 273, Mouza: Nuahat, Kisam:- Gharabari, Status- Stithiban. 1. Mutation Khata No. 498/511, Plot No-1250/2114, MulaKhata No.498/110 and mula plot no 1250, , Area Ac1.09 decs, 2. Mutation Khata No.498/320, Plot No-1247/1984, MulaKhata No.234, Area Ac. 0.08 decs. 3. Mutation Khata No.498/321, Plot No- 1259/1985, Area Ac. 0.03.3 Kadi and Plot No-1251/1986, Area Ac. 0.53 decs, Total Area Ac. 0.56.3 Kadi 4. Mutation Khata No.498/732, Plot No-1260/2326, MulaKhata No.498/61 and mula plot no 1260/1513, Area Ac. 0.03 decs, totalling to One Mouza, Four Khata and Five Plots, ad measuring a **total area of Acres. 1.76.3 Kadi**,

**NAME AND ADDRESS OF
THE VENDEE / PURCHASER.**

Mrs., aged about.... years, **W/o**, by caste,by profession, resident of.....having PAN:, AADHAR NO. hereafter called the purchaser (Which expression shall mean and include her heirs, successors, assigns and representatives) of the **OTHER PART** known as "**VENDEE/ PURCHASER**".

NATURE OF THE DEED :SALE DEED
PROPORTIONATE LAND AREA : Acdec(..... Sqft.)
FLAT NUMBER :
CARPET AREA : Sq.mtr
AMOUNT OF CONSIDERATION: Rs./-
(RupeesOnly)

AND WHEREAS the vendor is in peaceful possession over the said property having all right, title and interest without any dispute and the property is free from all encumbrances, liens and charges

AND WHEREAS the party of the first part has got the Building Plans sanctioned from the Cuttack Development Authority under letter No**10650/BP/CDA, CUTTACK, Date 03/11/2021** and got registered the project with **ORERA** vide regd no_____ and have commenced the construction work of the proposed building/s.

AND WHEREAS the party of the First part declares that the said Power of attorney and the Building Plans are still valid and existing.

AND WHEREAS as the PROMOTER/BUILDER, the party of the first part, have developed the said property & carried out construction of the proposed building/s in pursuance of the sanctioned plans as obtained the permission from the competent Authorities.

AND WHEREAS the DEVELOPER/PROMOTER i.e. party of the first part is interested to sell a piece of immovable property being the**Flat No :**, of the said building more fully described in the schedule hereto.

AND WHEREAS the purchaser i.e. party of 2nd part has agreed to purchase the said immovable property being the **Flat No :**as more fully described in schedule.

AND WHEREAS the intention of the party of first part is to sell the immovable property and the intention of the party of second part is to purchase the immovable property with absolute right, title, interest for which an agreement to sell dated the terms and condition where of and the recitals made therein shall constitute and shall always be deemed to constitute an integral part of this deed of conveyance has been entered and there is no question of any contract or services there on.

AND WHEREAS Vendors/ DEVELOPER/PROMOTER hereby convey, transfer and assign all their title, right and interest over the schedule property together with Rights of easements and appurtenances unto and to the use of the Vendee.

AND WHEREAS the vendor obtained the patta (R.O.R) from the Tahasil office, Bhubaneswar and paying land revenue to Govt regularly pertaining to the scheduled property.

AND WHEREAS the land in question is not a ceiling surplus land within the meaning of Orissa Land Reforms Act or Urban Land Ceiling Regulation Act, 1976.

AND WHEREAS the vendor is willing to sell the said property and have got building plan approved from the Cuttack Development Authority vide letter No **10650/BP/CDA, CUTTACK, Date 03/11/2021** and got registered thje project with **ORERA** vide regd no _____ **AND have obtained the Occupancy certificate from Cuttack Development Authority vide O.C.no _____ dated _____ and WHEREAS** the vendee expressed desired to purchase undivided proportionate share and interest in the said schedule property measuring an area of **Adec(..... sqft)** out of the total extent of land **ACdecs**, along with the denoted **Flat No :, (...thFloor)** having constructed **carpet up area of Sq.mtr** including of car **covered/open parking NO** . More fully described in the schedule below with all hereditaments, easements for a consideration of **Rs./- (RupeesOnly)**. The purchaser has already paid the full price to the vendor, the receipt whereof the vendor hereby admits and acknowledges being the consideration amount towards the said flat.

WHEREAS the vendor hereby sells, conveys, grants, transfers and assigns all rights titles, interests, easements, privileges, appurtenances, liberties, enjoyments and possessions and claims to the use and enjoyment of the vendee, his legal heirs, successors, assignees, representatives, absolutely and forever.

WHEREAS the Vendor/s and DEVELOPER/PROMOTER hereby declare and covenant with the Vendee that the schedule mentioned property is free from all encumbrances, charges, prior sales, gifts, mortgages, liens, court attachments and litigations etc., and the Vendors have full power and absolute authority to sell the said premises to the Vendee absolutely and forever.

That further the Vendor/s DEVELOPER/PROMOTER hereby undertake to indemnify and keep the Vendee indemnified against all the losses, costs, expenses, damages sustained if any to the Vendee on account of any defect in title of Vendors or if the Vendee is deprived from the part or whole of the schedule property, the Vendors shall compensate against the same at all times with the personal or other property.

That the Vendor/s have paid all the taxes, cess, dues etc., in respect of the schedule mentioned property upto date of registration of Sale Deed.

That The vendee is responsible and liable to pay and discharge all taxes, rents, charges and other outgoing payable to Revenue, Municipality, Electricity Provider, P.H.D., Government and other authorities levied in respect of the property mentioned in the schedule below and the consideration to be made by the vendee.

That the vendee shall peacefully and equitably possess in common along with other vendees and enter into retain, hold, use and enjoy the same without any

binding or interruption claim or demands by or from the vendors or any of their legal heirs, successors, assignees and representatives or any other person.

That the vendee is also at liberty to get his name mutated in the government, Municipal and all other records and pay the taxes, rents and charges in his name and obtain receipts thereof.

That the Vendee and his legal 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.

That both the parties have fully understand the nature contents and property of transaction as well as the recitals spelt out the different covenants of this deed.

That the expressions "Vendor" and "Vendee" herein before used shall mean and include their legal heirs, successors, assignees and representatives also.

SCHEDULE OF PROPERTY

Dist- Cuttack, P.S: Sub Registrar office and Tahasil- Cuttack Sadar. P.S. No.45, Tahasil No. 273, Mouza: Nuahat, Kisam:- Gharabari, Status- Stithiban.

1. Mutation Khata No. 498/511, Plot No- 1250/2114, Area Ac1.09 decs,

2. Mutation Khata No.498/320, Plot No-1247/1984, Area Ac. 0.08 decs.

3. Mutation Khata No.498/321, Plot No- 1259/1985, Area Ac. 0.03.3 Kadi and Plot No-1251/1986, Area Ac. 0.53 decs, Total Area Ac. 0.56.3 Kadi
4. Mutation Khata No.498/732, Plot No-1260/2326, Area Ac. 0.03 decs.

Total One Mouza, Four Khata and Five Plots, Total Area Ac. 1.76.3 Kadi

With flat of measuring carpet area **sq.mtr** . assigned as **Flat No :**, (**...Floor**) with include one car parking Space no _____, Constructed there in the name style of "**G M TERRACE**", Bhubaneswar. Undivided Proportionate Sold area **A Decs (.....sqft)**.

Cost of land	-	Rs.
Cost of Flat (Vitrified Tile Flooring)	-	Rs.

Total	-	Rs.

In Words (Rupees Only)

IN WITNESS WHEREOF the vendor here unto set and subscribe his hand seals on the date first above written in presence of the following witnesses.

The land is not lease hold and the same is not within the purview of the consolidation proceeding under O.C.H. and P.F. L. Act., 1972 and the land is not coming under endowment act.

Witnesses :-

1.

For Motwani Constructions Pvt. Ltd.
Manas Motwani
DIRECTOR

2.

Vendor.

We the vendor and vendee declare that we do not belong to schedule caste or schedule tribe community.

For Motwani Constructions Pvt. Ltd.
Manas Motwani
DIRECTOR

Vendee.

Vendor.

Certified that the executants of this deed is my client and the deed has been drafted and typed by me in my office as per the instruction of the executants and I explained the contents in vernacular language, who being satisfied put his signature.

Advocate,