

## SALE DEED

This deed of sale made on this day..... day of February 2021(Two thousand twenty one) at Bhubaneswar

### NAME AND ADDRESS OF THE VENDOR:

M/s **Om Swastik** a Partnership firm prescribed by section 58(1) of the Indian Partnership Act 1932, Vide Register of Firms as No. 18201900247 having its Registered office at Om Ville, Shree Vihar, Patia, Chandrasekharpur, Bhubaneswar-751031, Dist-Khurdha (PAN No.AAGFO2400C) represented through its Managing partner **Mr Deepak Tripathy** aged about 58 years (PAN No.AAJPT7793E) (ADHAR NO.451550256606) Phone No. 9437021405, Bhubaneswar-751031, Dist: Khurdha, by Profession. Business by Cast: Brahmin By religion: Hindu vide Regd.General Power of attorney bearing No. 11081811295 of year 2018 dated.12.10.201 registered in the office of the Sub-Registrar Bhubaneswar, (hereinafter called the "VENDOR" which expression shall mean and include their heirs successors, assigns and representatives) party of the FIRST PART.

### NAME AND ADDRESS OF THE VEENDIES:

MR ....., aged about .... years, (PAN NO.....) (ADHAR NO.....) Phone No. ...., S/o- .....resident at Flat No...., Dist- ..... Odisha, By Caste - ..... By Occupation-....., By religion- .....

**OM SWASTIK**

*Deepak Tripathy*  
**MANAGING PARTNER**

**AMOUNT CONSIDERATION:**

RS. ....

(Rupees .....only) out of which cost of land measuring AC.0.00decimals is Rs..... and cost of Flat/Commercial space/Shopping space measuring ..... sft of carpet area and free parking with vitrified tile flooring in floors including Electric & PHD connection is Rs. ....

We the vendors have received a sum of Rs. ....(Rupees ..... only) towards undivided proportionate share in the total land for Rs. .... and Rs. .... towards the carpet area/ built up area/super built up area of property, from the aforementioned Vendee towards the full and final consideration money in advance. But as per prevailing government valuation the stamp duty and registration free over an amount of Rs. .... has been paid herewith.

**DESCRIPTION OF THE SCHEDULE PROPERTY**

(Under District Sub-Registrar , Bhubaneswar)

Mouza:-Rudrapaur, Tahasil:- Bhubaneswar, PS. Baliana ,Khata no 415 & 412/1059 plot no. 541 & 544/9187 Measuring Area Ac. 0.620 dec. & Area Ac. 0.230 dec, Kissam:- Homestead, which the proportionate impartable undivided share transferred in favour of the Vendees is Ac.0.... decimals along with residential Flat/Commercial space/Shopping space of framed structure building having Flat /Commercial space/Shopping space No. ...., in the ..... Floor measuring carpet area ..... sq.ft. with Vitrified Flooring in the Residential Apartment/Commercial complex/shopping centre named as "URMILLA ABODE/VICTORY TOWER".

**BOUNDARY BY:**

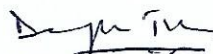
North:

South: .

East:

West :

**OM SWASTI K**



**MANAGING PARTNER**

## SCHEDULE OF FLATS

Delineation of the carpet area/ built up area/super built up area / Commercial complex/shopping centre bearing

Flat No. :  
Floor. :  
Flooring :  
Carpet area :  
Free parking space :.

All that ready built flats / Commercial complex/shopping centre bearing in the building complex having the name and style of "VICTORY TOWER & URMILLA ABROAT O" which is functional in all respect and delineated and marked in the layout drawing is attached herewith to the sale deed.

## SCHEDULE OF VALUATION

Cost of Flat in ..... Floor	Value in Rs.
B.A.....Sq.fts, finished with vitrified tiles dado.	Rs.
25% Cost of flat for EleCT. & P.DH.D (Internal)	Rs.
15% Cost of flat for P.H.D(External)	Rs.
Cost of Flat Commercial complex/shopping centre	Rs.
Undivided share of land AC.0.0.....dec.	Rs.
Cost of Flat and Undivided land	Rs.

OM SWASTIK

*Deepak Singh*  
MANAGING PARTNER

WHEREAS, the Vendor hereby declare that the property conveyed /transferred through this deed of sale stands originals recorded in the name of Smt Deepa Mathews alias Mohanty That Smt. Deepa Mathew alias Mohanty after mutating the plots in her name applied to the concerned authority for conversion of the schedule plot in Mouza Rudrapur, Khata No.415, Plot No.541, Area: Ac. 0.62 decimals Kissam Patita and plot in mouza Rudrapur, Khata no. 401, Plot No. 544, measuring area Ac.0.270 Decimals kissam Patita. to Homesteaded. In the year 2019 vide Khata case no. 4729/2014 and by order of Khata no 401 in OLR U/S8(A) case no.3221/2018 by order plot no. 544/9187 was converted to Homestead and obtained Record of Right with recorded Khata No.412/1069 Plot No.544/9187 area A.0.230Dec. And vide OLR U/S 8(A) case no 3222/2018 by order Plot No.541 measuring area Ac.0.620 decimal was converted to Homestead and obtained Record of Right with recorded Khata No. 415 and Plot No. 541

That Smt Deepa Mathews alias Mohanty entered into a collaboration agreement between M/S OM SWASTIK to construct and develop the land for construction of shopping/commercial complex and Multi-storied residential building comprising flats/ apartments etc. having the character of a Joint Venture vide agreement dated 5<sup>th</sup> September 2018 and accordingly executed a registered power of attorney nominating and appointing Mr Deepak Tripathy Managing Partner of M/S OM SWASTIK vide General Power of Attorney No. 11081811295 of year 2018 dated.12.10.2018 as true and lawful. attorney The same is reflected in the certificate of encumbrance of property from 12.10.2018 as GPA Holder M/S OM SWASTIK, its Managing Partner Mr Deepak Tripathy.

That Smt. Deepa Mathews alias Mohanty has conferred and vested absolute right on the said OM SWASTIK to undertake construction of residential and commercial building as well as the right to transfer the built-up space in favor of the intending purchasers. Both the General Power of Attorney and the Development Agreements forms part of a composite transaction and on the basis of such documents the partnership firm OM SWASTIK had derived the exclusive and absolute right to construct the building complex over the scheduled property.

It is relevant to mention here that, the aims and objects of the OM SWASTIK present owner is to construct multi storied buildings comprising of independent flats/units/ Apartment Complex /Shopping and commercial building with a view to resolve the requirement of the common citizens. Accordingly, the present owner have formulated a scheme over the schedule above mention land under the name & style as **URMILLA ABODE & VICTORY TOWER** with an intention to construct the said units/flats, Apartment Complex /Shopping and commercial building. The present owner through her power of attorney holder has prepared and submitted the building plan before the Local Development Authority,/ Bhubaneswar Municipal Corporation which has been duly approved/sanctioned vide letter no. 68237 dated

**OM SWASTIK**

  
**MANAGING PARTNER**

27.08.2021. In accordance with the norms laid down under the Development Authority Act.(Planning and Building Standard Regulations).

AND WHERE AS, the Vendees being interested to purchase the same, contacted the Vendors and it is also agreed between them that on receipt of the a sum of Rs..... (Rupees ..... only) towards the cost of the landed property along with the flat/commercial space/shopping space and one free car parking. The present vendor through its powr of attorney holder **M/S OM SWASTIK**, represented by its managing partner Mr Deepak Tripathy will execute a registered sale deed in favour of the Vendee before the District-Sub-Registrar, Bhubaneswar, Dist. Khurdha.

NOW THIS DEED WITNESS that, in consideration with a sum of Rs. .... (Rupees ..... only), ie. the total cost of the Flat/ Commercial space/Shopping space bearing No..... in the ..... floor measuring .....sft. carpet area along with undivided proportionate share and interest in the said schedule property measuring as area of Ac.0.0.... decimals and one free car parking, being paid by the Vendee to the Vendors, to which the Vendors hereby agree and acknowledge having been received, do hereby convey transfer the assign unto and deliver peaceful possession to the use of the Vendee, their heirs, executors, administration and assignees, the landed property more fully described in the schedule hereto along with all other right, title, ad interest in the property, claims, demands whatsoever. The vendors, their heir, executors, administration and assignees will have no right, title and interest over the same. And the Vendees are at liberty to get their name mutated and get the official records corrected in their name and to pay land revenue, to official correct records in their name and to pay land revenue, to which neither the Vendors nor their successors-in-interest shall have any objection.

THAT, the Vendee is responsible and liable to pay and discharge the proportionate share of all taxes, rents charges and other out-going payable to Revenue. Municipality, Urban, CESU, PHD., Government and other authorities levied in respect of the property mentioned in the schedule above and such proportionate share shall be made by the Vendee on pro-rate basis and the same shall be conclusive, final and binding on the Vendee. The Vendees shall hereinafter develop the schedule premises in accordance with the rules and regulations of the Bhubanenswar Municipal Corporation, Bhubaneswar or any local authority so far as his/her/their undivided proportionate share and interest in concerned together with the other purchasers of similar interest at their own costs, expenses and responsibilities to the best satisfaction of such authorities.

**OM SWASTIK**

*Deepak Tripathy*

**MANAGING PARTNER**

THAT, the vendee shall not be entitled to make any addition/alteration in the Flat hereby sold without the prior permission of the Vendors and the concerned authority. And shall also abide by all the applicable laws, by-law, rules and regulations of Municipal authorities and other Governmental authorities as also the terms of the government license and shall be responsible for all deviations, violations of rules and regulations governing the said property.

THAT, the Vendees shall also be required to pay common maintenance and service charges as may be determined from time to time to the Vendors which shall be fixed on the basis of rate per sq.ft on carpet area/ built up area/super area basis. However, in case the Vendors in the due course of time nominates any other person, association, firm or a body corporate to look after the maintenance and common services in the said building, the Vendees shall be obliged to pay the agreed charged to the nominee of the Vendors. The maintenance and service charged shall be liable to be revised from time to time depending upon the prevalent costs and other circumstances at the relevant time.

THAT, the Vendees shall have no right, claim or lien of any kind in respect of any of the common spaces, except the parking allotted too them, lobbies, staircase or any other portion of the said building except Flat/ Commercial space/Shopping space hereby sold. However, the Vendees and his/her/their invites shall have the right of ingress and egress to the said property by the use of common corridors and stairs. The overall control of the building and the land shall be possessed with the Vendors until the Owner's Association is formed as per the Orissa Apartment Ownership Act. 1992.

THAT, the Vendees shall not use the Flat / Commercial space/Shopping space hereby sold for storage of any hazardous, inflammable or obnoxious material or such heavy material which are likely to effect the stability of the building or likely to cause any annoyance or inconvenience to the neighboring flat owners/occupants.

THAT, the Vendors shall not throw or accumulate dirt, rubbish, rags or refuse or permit the same to be thrown in the flat /Commercial space/Shopping space or in any of the common areas of the said building.

THAT, the maintenance agency will get the entire building insured against fire riots, earthquake and other risks and the premium of arranging such insurance shall be paid by the Vendees proportionately in regard to the area of the flat hereby sold. God forbid, if the building or a part thereof is damage or destroyed then the insurance money so received would be spent on the repairs/rebuilding of the same. In case any expenditure in excess of the insurance money is required to be met, the same will be paid by the Vendees proportionately.

**OM SWASTIK**

*Deepu Kumar*

**MANAGING PARTNER**

THAT, the Vendees shall also be liable to pay any charges, levies, etc. imposed by the government or local authority for any external/peripherals/services to be provided to the colony and any other charges on prorata basis according to the area of the flat / Commercial space/Shopping space as may be intimated by the Vendors to the Vendee.

THAT, the Vendee shall not do or cause or permit to be done any act, thing which may tender void or voidable any insurance on the building or any part thereof or cause any increased premium to be payable in respect thereof.

THAT, the Vendee shall maintain at his/her /their cost the flat / Commercial space/Shopping space hereby sold in good repair and condition and shall not do any act or indulge in any negligence so as to damage any part of the said building. In case of any loss or damage being caused to the flat/ Commercial space/Shopping space hereby sold or any other portion of the building which is attributable to the neglect of the Vendee, he/she they shall be liable to make good the same.

AND the Vendors hereby declare that, it will be held entirely responsible to prosecuted both in Civil and Criminal for any mis-representation, suppression, distortion of facts with regard to ownership, right, title, interest, possession, valuation/consideration and the right to convey/transfer etc. of this property.

AND the Vendee shall hereafter peacefully hold, use and enjoy the same as his own property, without any hindrances, interruption and claim or demand by or from the Vendors or any other person whomsoever.

AND the Vendors further declare that the property hereby transferred is free from all sorts of encumbrances, charges, claims or demands and the Vendors has not done anything whereby the property may be subject to any attachment or lien of any Court of law or person whatsoever.

AND the expressions "VENDORS" & "VENDEE" hereto used unless excluded by or repugnant to the subject shall mean and include his/her/their legal heirs, successors, executors, administrators and assignees.

**OM SWASTIK**  
*S. M. Tripathy*  
**MANAGING PARTNER**

## DECLARATION

1. Both, the Vendors and the Vendee of the said property do not belongs to Schedule Caste or Schedule Tribe Community.
2. The land hereby sold is not publicly endowed land or has not been obtained from "Boodan".
3. The land is not covered under consolidation operation and is with building as per annexure.
4. We the Vendee do hereby declare that, we have purchased the property on payment of full consideration amount to the Vendors. We further declare that we will be held entirely responsible if we have committed any misrepresentation, suppression or distortion of facts or have deceived/ defrauded the seller in any manner.
5. We, the Vendors and the Vendee hereby declare that we, having been read out the contents of the sale deed and explained, are satisfied about the correctness of the recitals of the same as true and correct. do hereby execute the Sale Deed with our clear volition without any duress, inducement, allurements or any kind of promise or extraneous influence or either or both part to sale and purchase the property.

**OM SWASTI K**



**MANAGING PARTNER**

**SIGNATURE OF VENDORS**

**SIGNATURE OF VENDEES**

Signature of the WITNESSES with full address:

1.

2.