

SALE DEED

This Deed of Sale is made on this _____ day of _____, _____.

NAME & ADDRESS OF THE VENDORS :

(1) **BHOOMI SANRACHNA CREATION PVT. LTD.** having its office at Flat No.A/201 Satyam Tower, Bomikhal, PS : Laxmisagar, Bhubaneswar, Dist.-Khurda (Odisha) PIN-751006 and presently at Plot No.2105/4099, Mahadev Nagar, Lane No.-8, Jharpada, Near Puri Bypass, PS : Laxmisagar, Bhubaneswar, Dist : Khurda (Odisha) PIN-751006; PAN-_____; represented by its Managing Director **RAKESH SAMAL** aged about 48 years, son of Late Jogesh Chandra Samal (Aadhaar No._____),By Caste : Khandayat, by profession : Business; Mobile No._____; being the General power of attorney holder of for and on behalf of

(2) **SK. TABARAK ALI** aged about 54 years, son of Haji Sk. Mehmood Ali, having Aadhar No._____; resident of Shankarpur, PO.: Purana Bazar, PS : Bhadrak, Dist- Bhadrak (Odisha) PIN-756100, (3) **MATLUB HOSSAIN KHAN** aged about 54 years, son of Younus Khan, having Aadhar No._____; resident of Shankarpur, PO.: Purana Bazar, PS : Bhadrak, Dist- Bhadrak

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(Odisha) PIN-756100; appointed vide registered GPA vide document No.11132103467 dated 01/03/2021 (executed by vendor No.2) and GPA vide document No.11132103468 dated 01/03/2021 (executed by vendor No.3) both the GPA are executed before Sub Registrar Khandagiri; (Hereinafter referred to described as the vendors which expression, unless excluded by or repugnant to the subject or context shall mean and include their heirs, successors-in-interest, executors, administrators and assignees referred to as the party) of the FIRST PART.

AND

_____ aged about ___ years, son of _____, having PAN-_____ & Aadhar No._____; resident of _____; by Caste: _____, by Profession: _____; Mobile No._____ (herein after described and referred to as the PURCHASER / VENDEE which expression shall mean and include his/her/their legal heirs, successors, executors, administrators and assignees of the party) of the SECOND PART.

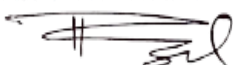
Valuation : Rs._____/ - (Rupees _____) only.

AND WHEREAS the vendor No.1 is a Pvt. Ltd. Company constituted, with the avowed aims and objectives of constructing multi storied buildings comprising of independent flats / apartments with common facilities, amenities, conveniences and common area / utility area, housing colonies comprising of independent houses / cluster of buildings to cater to the needs and requirements of intending purchasers belonging to different strata of Society.

AND WHEREAS

The schedule land in question has been purchased by Sk. TABARAK ALI (Vendor No.2) through registered Sale Deed from Bijaylaxmi Ray wife of Premananda Ray vide No.3567 dated 27/04/2007, executed before Sub Registrar Khandagiri. And after

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purchasing the same the Vendor No.2 has mutated his purchased vide Mutation Case No.9717/2016 and also converted the schedule land from agricultural to homestead vide OLR 8(A) Case No.966/2019 and accordingly concerned Tahasildar have issued correction ROR in his name. Since the date of purchase the vendor No.2 was/is possessing the schedule land in question mentioned in schedule below peacefully without any dispute having every right, title interest thereover and also paying rent to the Govt. and obtain rent receipt thereof.

AND WHEREAS

The schedule land in question has been purchased by Matlub Hossain Khan (Vendor No.3) through registered Sale Deed from Premananda Ray son of Srinath Samal vide No.3566 dated 27/04/2007, executed before Sub Registrar Khandagiri. And after purchasing the same the Vendor No.3 has mutated his purchased vide Mutation Case No.18577/2017 and also converted the schedule land from agricultural to homestead vide OLR 8(A) Case No.968/2019 and accordingly concerned Tahasildar have issued correction ROR in his name. Since the date of purchase the vendor No.3 was/is possessing the schedule land in question mentioned in schedule below peacefully without any dispute having every right, title interest thereover and also paying rent to the Govt. and obtain rent receipt thereof.

AND WHEREAS

The rightful land owners namely vendor No.2 & 3, had formulated a scheme for construction of a multi Storied buildings over the scheduled land consisting of flats/units, with common facilities and amenities and all infrastructural facilities. The construction of a high rise building and marketability of the flats contained therein is a complex job requiring specialized skill experience and expertise. The land owners had given an offer to the

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vendor No.1 for construction of such multi storied building. The offer having been accepted by vendor No.1, the terms and conditions were crystallized in a comprehensive document styled as Memorandum of Agreement dated 01/03/2021. It is relevant to state here that under the aforesaid documents, the land owners Vendor No.2 & 3 had explicit conferred and vested, absolute right on the vendor No.1, which deals in trade of real estate, to prepare the building plans in consonance with B.D.A. Planning and building standards Regulation, construct and execute the high rise building and deal with and transfer by way of absolute sale specific built up area/ready built flats in the complex with parking space.

AND WHEREAS

The vendor No.1 by virtue of the delegation of power made by vendor No.2 & 3 had taken all relevant steps, right from submission of building plans up till completion of the construction work of the complex in accordance with the approval order issued by the Bhubaneswar Municipal Corporation vide its Letter No.ANB/4026/2022, dated 26/06/2022 having utilized absolutely it's own financial resources. And the Vendor No.1 (developer) had obtained ORERA project Registration vide Number _____.

AND WHEREAS

As per the basis of arrangements, enumerated in detail above, Vendor No.1 had acquired absolute right, title, authority and has the competency to transfer by way of absolute sale specified number of flats in the complex. Thus vendor No.1 have been selling the ready built flat, which are also very much functional, pertaining to it's allocation, by way of registered sale deeds in favour of the alloties.

AND WHEREAS

The vendors had expressed their intention to transfer by way of absolute sale, a self contained ready built flat / floor space as more fully described and delineated in Schedule-B and more explicitly incorporated in the lay out plan attached to the sale deed together with proportionate impartibly undivided variable interest in the land which is set out in schedule-A. The purchaser / party of the second part have accepted the offer and have clearly expressed

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his / her / their desire to purchase and acquire a ready built flat bearing Flat No.____, in ____ floor measuring ____ Sq.ft. inclusive of proportionate impartible undivided interest Ac.0.____ dec. (i.e. ____ Sq.ft.) out of total extent Ac.0.160 dec. in the land for a total consideration of Rs.____/- (Rupees _____) only.

AND WHEREAS

The purchaser had perused the title deeds, the agreements executed between vendors and the attorney holder the building plan approved by the Bhubaneswar Municipal Corporation and all other relevant documents. The purchaser is fully satisfied that vendors are competent to transfer the proportionate impartible undivided interest in the land and present attorney holder has absolute saleable right to transfer and convey the ready built flat as delineated in the schedule-B. Since the offer made by the vendors have crystallized into a concluded contract and the purchaser had paid the total consideration amount, this sale deed is being executed.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

1. In consideration of an amount of Rs._____-/- (Rupees _____) only which constitute the consideration amount for transferring and conveying the ready built flat together with the proportionate impartible undivided interest in the land as well as other facilities / amenities provided in the complex, the total break up which has been delineated in the schedule-"C" having been paid by the purchaser (party of the second part) to the Vendor No.1, in shape of Cheque/DD/RTGS, the receipt whereof the vendors doth hereby admit and acknowledge. The vendors hereby transfer, assign and assures unto and in favour of the purchaser the said ready built flat as delineated in the schedule-B and indicated in the lay out drawing attached here to the sale deed, in the multi storied building complex having the name and style of "**ROYAL PARADISE**" which is completely functional in

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letter and spirit including all rights easements and benefits, facilities, amenities and conveniences provided in the complex "**ROYAL PARADISE**" for the beneficial use and enjoyment of the said ready built flat as more fully described in the schedule-B transferred in favour of the purchaser by way of absolute sale together with the proportionate impartible undivided interest in the land as described in the schedule-A inclusive of common facilities and amenities.

2. The vendors further declare and covenant that the purchaser shall enjoy and hold the said ready built flat described in the schedule-B together with the proportionate impartible undivided interest in the land, as set out in schedule-A and the right of use and enjoyment of the common areas, facilities, amenities and conveniences absolutely and for ever. The vendors unequivocally state that notwithstanding any Act, deed or things done, they have absolute right and saleable interest to grant and convey the ready built flat and undivided interest in the land in favour of the purchaser. As a resultant consequence, the purchaser shall possess, use and enjoy the said ready built flat inclusive of undivided interest in the land at all times hereafter peacefully and quietly as the absolute and indefeasible owner thereof, without any let, interruption whatsoever by the vendors or any person claiming any interest under the vendors.
3. The vendors state that they have absolute right, title and competency as well as saleable interest to grant, convey, transfer assign and assure the said ready built flat in the complex "**ROYAL PARADISE**" together with undivided interest in the land as explicitly delineated in schedule-A

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and B in favour of the purchaser of the second part. The vendors further undertake that they shall at all times here-after, at the cost and request of the purchaser, if so required shall execute or cause to be executed any further acts deeds, and assurances in favour of the purchaser for removing any deficiency and reassuring the title in respect of the ready built flat hereunder transferred in favour of the purchaser together with the proportionate impartible undivided interest in the land, if the same is considered to be necessary or expedient. The vendors including their legal heirs, successors, successors in interest / assignees shall at all times, hereinafter indemnify or cause to be indemnified the purchaser against any loss, damage or liability which may be suffered by reason of any defect deficiency in the title of the vendors, in respect of the land or their competency to transfer and convey the ready built flat transferred under the sale deed together with proportionate impartible undivided interest in the land.

4. Resultantly, the purchaser shall possess, hold and enjoy the ready built flat together with the proportionate impartible undivided interest in the land hereunder absolutely free from any encumbrances, attachment. The vendors further unequivocally declare that property namely the proportionate impartible undivided interest in the land and the ready built flat in the Complex "**ROYAL PARADISE**" conveyed 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 property is also not the subject matter of any land acquisition proceeding and no scheme has been formulated by government or even in contemplation by the Government or any other authority in respect of the property.

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5. The purchaser shall have the right to exercise all acts of ownership and possession not only in respect of the proportionate impartible undivided share in the land hereby transferred which is a notional legal right but also ready built flat, which remained unsold till date and conveyed under the sale deed evidently in consonance with the rules, regulations in force as well the bye-laws framed by the Co-owners of the ready built flats in the complex, "**ROYAL PARADISE**".
6. The vendors further covenant the purchaser shall have the right to use and enjoy the common areas and facilities including open space, passages stair, lifts and other amenities, in harmony with other purchaser of flat in the complex "**ROYAL PARADISE**" and in consonance with the bye-laws, which may be framed by the society / association of the owners of the flats in the complex "**ROYAL PARADISE**".
7. The vendors further covenant that the purchaser is delivered possession of the ready built flat as more explicitly delineated in schedule-B today, the date of execution of the sale deed and the purchaser shall have absolute and unfettered right to use and enjoy the said ready built flat together with the benefits of common facilities as absolute and indefeasible owner thereof in his/her own right.
8. The transaction is an absolute sale and both the parties have fully understood the nature, content and purport of the transaction as well as the recitals spelt out in the covenants of the deed.

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SCHEDULE PROPERTY

"SCHEDULE-A"

Dist-Khurda, Tahasil- Bhubaneswar, Under sub-registrar Khandagiri,
P.S.: Bhubaneswar No. 4, Mouza- **DUMUDUMA**, Sthitiban

Khata No. **432/3723**, Plot No. **698/5924**, Kissam :
Gharabari, Area : **Ac.0.080** decimals (full Plot), which is
corresponding to Previous Khata No.432/1013, further corresponds
to Consolidation Khata No.33.

Khata No. **432/4164**, Plot No. **697/6284**, Kissam:
Gharabari, Area: **Ac.0.080** decimals (full Plot) which is
corresponding to Consolidation Khata No.291.

In toto one Mouza, two Khata, two Plots, total Area:
Ac.0.160 decimals.

Bounded By:

North:

South:

East :

West :

The interest transferred is propionate impartible undivided
interest as enjoined in the Orissa Apartment Ownership Act and the
extent shall be **Ac.0.**_____ decimals i.e.,_____ sq.ft. out of Ac.0.160
decimals of classification of land Homestead. Rent Rs.10.00paisa.

"SCHEDULE-B"

Delineation of the built of space/flat

Flat No.-

Floor-

Type-

Built up area _____ sq.ft.

Carpet area _____ sq.ft.

Parking No. _____

Parking Area. _____ sq.ft.

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All that ready built flat in the building complex having the name and style of "**ROYAL PARADISE**" which is functional in all respect and delineated and marked in the layout drawing is attached herewith to the sale deed.

SCHEDULE-C

Valuation of the land - **Rs.** _____
(undivided impartible share
in the land measuring
Ac.0.____ dec.)

Valuation of the Flat - **Rs.** _____
(measuring an area ____ Sq.ft.
With vitrified tile flooring)

Cost of E.I & PH
@ 40% of building cost - **Rs.** _____

GST Amount - **Rs.** _____

Total Cost of Flat - **Rs.** _____

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CERTIFICATE

Certified that the Vendors does not belong to Schedule Caste or Schedule Tribe Community and Vendee of the said property belongs to Schedule Caste Community.

Further certified that the land(s) in question is not a species of lease hold land of Government and the same is not a ceiling surplus land within the meaning of the urban land (ceiling and regulation) Act, 1976 which stands repealed or Orissa Land Reforms Act, 1965.

Further certified that the land in question is not within the purview of consolidation processing undertaken under the Orissa consolidation of holding and prevention of fragmentation of Land Act, 1972.

Further certified that the land in question is not an endowment property either public or private within the meaning of Orissa Hindu religious endowment Act 1951 or not obtain from Bhudan.

Signature of
the GPA Holder
for & on behalf of the Vendors

Signature of the Vendee

Signatures of the WITNESSES
With full Address:

1.

2.

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Drafted & prepared by

Advocate, Bhubaneswar