



# SHREE SAI GOPINATH CONSTRUCTION

Plot No. E-4/2&3, H.B. Colony, Phase-I, C.S.Pur, Bhubaneswar-16

E-mail : shreesaigopinathconstruction@gmail.com

Mob. 9861163127

Ref. ....

Date.....

## SALE-DEED

**THIS INDENTURE OF SALE executed on this ..... day of  
....., 2023**

### **BY AND BETWEEN**

**Smt. Kamlesh Khemka**, aged about-50 Years, W/o-Late Umesh Kumar Khemka and **Mr. Varun Khemka**, age about-21 years, S/o-Late Umesh Khemka, both are resident of Plot No- MB-4, Po/Ps-Laxmisagar, Bhubaneswar, Dist-khordha, Odisha, both vide GPA Document No-11132205010, dtd-27/04/2022.

Represented through their GPA holder **Mr. Tapan Kumar Kuanr**, aged about-41 years, Proprietor of- **M/s Shree Sai Gopinath Construction**, S/o – Radhakanta Kuanr, having its office at-E-4/2, Housing Board Colony, Po/Ps-Chandrasekharapur, Bhubaneswar, Dist-khordha, Odisha (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 successors-in-interest, administrators, executors, legal representatives and assigns) of the **ONE PART.**

### **AND**

Sir/Smt/Mr/Mrs ..... S/o/W/o/Do-  
....., aged about- ..... years, residence of at-  
....., here in after called the "**VENDEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to the mean and include his/her/their heirs, executors, administrator, successors-interest and permitted assignees) of the **OTHER PART.**

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

**Whereas** originally the schedule property stands recorded in the name of Umesh Kumar Khemka, S/o-Late Shyam Sunder Khemka, as per settlement Patta finally published in the year 2014. In the mean time after the death of Umesh Kumar Khemka, S/o-Late Shyam Sunder Khemka, namely Divya Khemka (Daughter), Smt. Kamlesh Khemka (Wife) and Mr. Varun Khemka (Son) are the legal heirs as per the legal heir certificate issued by the Tahasildar, Bhubaneswar vide Certificate Case No-E-LHC/2021/93804 dt-13/08/2021 but as per the order passed by the Hon'ble Civil Judge, (Senior Division), Bhubaneswar Vide Civil Suit Case No-1554/2021 the present

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Tapan Kumar Kuanr

PROPRIETOR





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vendors namely Smt. Kamlesh Khemka (Wife) and Mr. Varun Khemka (Son) are possess the scheduled of property by way of succession and partition.

Being the owner and in possession of the property the vendors mutated the same vide Mutation Case No.17670/2022, since then they are in peaceful possession over the same and due to the busy in their personal work for development of the property execute GPA in favour of present vendor namely **Mr. Tapan Kumar Kuanr**, Proprietor of- **M/s Shree Sai Gopinath Construction**, S/o - Radhakanta Kuanr vide GPA Document No-11132205010, dtd-27/04/2022.

The vendor has obtained permission/approval vide Letter No. 23139, Bhubaneswar Municipal Corporation, File No - MBP-BMC-02-0066/2023, dated on 11/05/2023 for construction of S+5 storied residential Apartment proposed on the 'schedule-A' property under the Bhubaneswar Development Authority in the development plan area of Bhubaneswar.

The vendor has registered the project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Odisha Real Estate Regulation Authority (ORERA) at Bhubaneswar having Regd. No - \_\_\_\_\_ dated on \_\_\_\_\_, the Project is the name as "**SAI UMESH**".

The vendee approached the vendor to purchase a residential flat bearing Flat No-\_\_\_\_\_ having carpet area of \_\_\_\_\_ square-feet, type:\_\_\_\_\_ BHK, on the \_\_\_\_\_ Floor in the project "**SAI UMESH**", as permissible under the applicable law and of prorate share in the common area as defined under clause (n) of section-2 of the Real Estate (Regulation and Development) Act, 2016 for a total consideration amount of Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_) only (hereinafter referred to and described as Schedule-B property).

The parties here in had entered into an agreement for sale dated on \_\_\_\_\_ as per the Odisha Real Estate (Regulation & Development) Rule, 2017, wherein the rights and liabilities of the parties herein have been specified and the covenants of such agreement for sale shall be deemed to be a part of this deed of sale.

*Tapan kumar Kuanr*

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## **NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:**

1. In consideration of an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only which has been paid by the vendee to the vendor, the receipt whereof, the vendor doth hereby admit and acknowledge, the vendor hereby grants, transfers, conveys, assigns and assures unto the vendee the Schedule-B property, together with the proportionate impartible undivided share in the land in question with building as set out in schedule-A given below together with all rights, privileges, easements, appendages and appurtenance attached thereto. Resultantly the vendee shall enjoy and hold the said proportionate impartible and undivided share in the land with the building absolutely and fore ever and the vendor doth hereby covenant that notwithstanding any act, deed or thing done by him/her/them, he/she has a clear and marketable title over the land in question to grant and convey the proportionate interest in the land in favour of the vendee, 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 interests of the Vendor. The vendor further state that he shall at all times here-after at the request and cost of the vendee execute or cause to be executed any further acts, deeds, conveyances, assurances for assuring the said proportionate impartible undivided and delineated in the schedule set out below in favour of the vendee and the vendor, his heirs, successors shall at all times here after indemnify and keep indemnified the vendee against any loss, damages etc. if any, suffered by the vendee by the reason of any defects or deficiency in title of the vendor or any breach of the declaration here-in-obtained.

*Tarun Kumar Kumar*

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2. The vendor doth hereby declares that the property is not the subject matter of any suit or litigations 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 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 hereafter indemnify the vendee against any claim or demand in respect of the undivided proportionate interest in the land and building hereunder sold or conveyed if advance by or at the behest of any 3rd party or any other person and shall make good any loss which the vendee may sustain or suffered by reason of any defect in the title of the vendor or on account of any circumstances by which the title of the vendee may be affected or impaired in any manner.
4. The vendor further covenants that the vendee is hereby delivered possession of the proportionate undivided impartible share in the land and building and he 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.
  - i. The vendor's further covenants that the vendee is hereby delivered the peaceful physical possession on of the proportionate undivided impartible share in the land and building and he/she shall have right exercise all legal possessor and proprietary rights, title, interest, possession without any objection from or by the vendor or any person claiming any title under the vendor. (Copy of the possession certificate attached)
5. That, the vendee shall peacefully and equitably possess in common along with other vendee and enter into, retain, holds, us 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 representative or any other person.

*Tapankumar Kuchim*

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6. That the vendee is at liberty to use and enjoy the common area and all other facilities provide therein the said apartment namely "**SAI UMESH**" and abide by the terms and conditions of an apartment dweller and the vendee is responsible and liable to pay and discharge all taxes, rents, common services, annual maintenance, colouring repairing etc, charges and other current charges payable to revenue, municipal corporation, urban, TPCODL, PHD, Govt. and other authorities levied in respect of the property mentioned in the schedule-A and schedule-B below.
7. The vendee, their heirs, successors, assigns and representatives shall use and enjoy the said property along with other co-owners with undivided proportionate share and interest peacefully without doing any harm or obstruction to other co-owners.
  - i. That the vendee shall peacefully and equitably possess in common area along with other vendee enter into retain, hold, use and enjoy the same without any binding or interruption, claim (in future also) as per the provision of Odisha apartment ownership Act, 1982.
  - ii. That the vendee is at liberty to use and enjoy the common areas and all other facilities provided therein the said apartment namely "**SAI UMESH**" like overhead tank, lift, common passages, staircase, etc. along with the other vendee/flat owners of the said apartment and the vendee will not create any sort of obstruction whatsoever in any manner and abide by the terms and conditions as an apartment dweller.
8. That, the vendee shall not have any right to make any structural change/alteration in the said building and shall not use the flat in such a manner which may impair the safety of the building or cause any danger to the beauty and safety of the building or which may affect the right of other flat owner.

*Tarun Kumar Kumar*

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9. That, the vendee shall not use the flat for any unlawful acts and shall not store inflammable/explosive, hazardous goods & if it is found so, the other flat owner and 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.
10. That, the vendee as well as the other similar flat owners shall form an Association/society as per the mandates of Odisha Apartment ownership Act, 1982 as well the rules to be framed there under and shall submit a declaration before the competent authority to be designated by the Govt. the similar owner of the apartment specified under section 16 of Odisha Apartment Ownership Act, 1982 and every similar owners shall be found to become the member of such ownership Act, 1982 and rules framed there under shall be binding on the vendee.
11. That, the vendee confirms and acknowledges that the maintenance of the "SAI UMESH" shall be discharged by the owners Association either itself or its nominated maintenance agency (hereinafter referred to as the "Maintenance agency" on payment of reasonable maintenance charges).
12. That, the vendee shall keep the owners Association informed in writing, in case the vendee wishes to sell transfer or otherwise dispose of the said residential apartment at any time in future to any third party and in case there remains any.
13. Arrears due and payable to the Maintenance Agency on any account whatsoever the maintenance Agency may refuse to grant such No objection certificate.
14. That the parties to this deed shall be bound by the covenants contained in the agreement for sale executed between the parties, and so also by the statutory provisions of the Real Estate (Regulation and Development) Act, 2016, Odisha Apartment Ownership Act, 1982 (including any amendments or repeal thereto) and any other applicable building regulations enacted by the centre or state Government.

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15. Both the parties have fully understood the nature, contents and purport of the transaction as well as recitals spelt out in the different covenants of this Deed.

## **SCHEDULE-A**

District – Khurda, Tahasil–Bhubaneswar, Ps-Chandaka Hal Ps-Bharatpur, under the jurisdiction of sub-Registrar Khandagiri, Mouza–Ghatikia, Mutation Khata No-2365/572, Plot No. 308, Kissam-Patita, area A0.124dec, corresponding to GA Plot No-168 (C), Drawing No-B/360, Kalinga Nagar, K-1, Settlement Khata No-2023, Plot No-308.

## **SCHEDULE-B**

Flat No-\_\_\_\_\_, having carpet area of \_\_\_\_\_ square feet, type \_\_\_\_\_ BHK, on \_\_\_\_\_ floor in the Real Estate project named "**SAI UMESH**" Situated at Mouza – Ghatikia in Tahasil-Bhubaneswar & District-Khordha along with the corresponding proportionate undivided and impartible share/right and interest in the project land specified at **Schedule-A.**

## **COST OF FLAT**

1. Proportionate undivided impartible  
Share of land (Ac. \_\_\_\_\_ Dec)      Rs. \_\_\_\_\_/-
2. Total price of FLAT on the carpet  
Area \_\_\_\_\_ square Feet (Rate of  
apartment per sq. ft.@ Rs \_\_\_\_\_  
(Including Cost of garage/parking cost) Rs. \_\_\_\_\_/-
3. GST, Registration charges, stamp Duty,  
Other Taxes, (as applicable)      Rs. \_\_\_\_\_/-

**TOTAL**

**Rs \_\_\_\_\_/-**

**IN WITNESS WHEREOF**, the vendor here-un-to set and subscribed his hand and seal on the date first above written

In presence of witness named below.

**Witnesses:**

**VENDOR**

**VENDEE**

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