

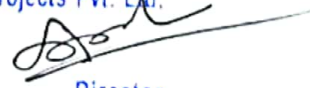
## **SALE-DEED**

This Deed of Sale is executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023 (Two Thousand Twenty Three), at Bhubaneswar, Odisha.

### **-BETWEEN-**

**M/S.STALWART PROJECTS PVT. LTD.** a Company registered under companies Act, 1956 and having its Registered Office at Plot No-1, Tulsi Vihar, Sailashree vihar, Bhubaneswar-751021, Dist-Khurda, having CIN- U45201OR2011PTCO139, PAN-AAQCS1757F, represented through it's Director **Sri. Sharat Kumar Sahu**, aged about 56 years, S/o- Late Narahari Sahu, By Caste: Sundhi, By Profession: Business, Aadhaar No. 4675-2299-2428, PAN-AILPS2715B & Mob:-9040042622 referred to as the "**Promoter**" (hereinafter called the "**VENDOR/SELLER**") which expression shall unless excluded by or repugnant to subject or context shall mean and include his heirs, successors, representatives and assigns) of the **ONE PART**.

For Stalwart Projects Pvt. Ltd.



Director

**AND**

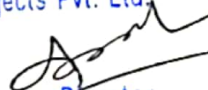
Mr/Mrs. \_\_\_\_\_, aged about \_\_\_\_\_  
years, S/o or W/o-\_\_\_\_\_,  
(Aadhar No-\_\_\_\_\_ & PAN-\_\_\_\_\_) residing  
at \_\_\_\_\_,  
by Caste:\_\_\_\_\_ & by Profession: \_\_\_\_\_  
(hereinafter called as “**VENDEES/PURCHASERS**” which  
expression shall mean and include his/her legal heirs,  
successors, executors, administrators and assigns)of the  
**OTHER PART.**

**CONSIDERATION MONEY:**

Rs.\_\_\_\_\_/ -  
(Rupees \_\_\_\_\_  
\_\_\_\_\_ )Only.

**WHEREAS,** the Vendor is the absolute & bonafied  
owner of the commercial cum residential project named as  
“**STALWART PRIDE**” situated under Mouza-**Jagamara** under  
the jurisdiction of Bhubaneswar Sub Registrar, Khandagiri.

For Stalwart Projects Pvt. Ltd

  
Director

**AND WHEREAS**, the vendor is the lawful owner of the landed property under Mouza-**Jagamara** having **Khata Nos. 1133/66, 1133/1954, 1133/7642 & 1133/7230, Plot Nos. 1146/2852, 1145/2853, 1146, 1145, 1157, 1158/3181 & 1141** totally admeasuring **Area-Ac0.892 decimals**, which details described below as “Schedule of Property”.

**AND WHEREAS**, the Vendor purchased the schedule land the recorded owners from (1) Odisha State Housing Board vide registered Sale Deed ID No-1132113258 on dated 31.12.2021, (2) Kuniyil Mohanan & Rohit Mohan vide Registered GPA ID No-1132105411 on dated 18.06.2021, (3) Bhagirathi Sahoo vide Registered GPA ID No-1132006697 on dated 13.11.2020 and (4) Jyotsna Sahoo vide Registered GPA ID No-1132006696 on dated 13.11.2020 and accordingly the State Government of Odisha has also accepted rent over the schedule property.

**AND WHEREAS**, the Vendor became the absolute owner having all right, title, interest and possession and/or otherwise and sufficiently entitled to deal with the land and transfer /convey the same.

For Stalwart Projects Pvt. Ltd.

  
Director

**AND WHEREAS,** the vendor hereby declares that the said property is free from all encumbrances, litigation, disputes, attachments and charges etc. and the vendor is in peaceful possession over the same having all rights, titles and interests etc.

**AND WHEREAS,** the vendor has constructed a commercial cum residential building under the name and style of **“STALWART PRIDE”** comprising of independent flats and units and various common facilities as per the approved building plan by the Bhubaneswar Municipal Corporation vide letter No.2608, Bhubaneswar, dated 19.01.2023.

**AND WHEREAS,** the Project was duly registered with the Odisha Real Estate Regulatory Authority (hereinafter referred to as the "RERA") [Authority constituted for the state of Odisha under the Real Estate (Regulation and Development) Act 2016] at Bhubaneswar vide the Certificate of Registration No. .... dated ..... which remained valid for the period of time commencing on and ending on .....

For Stalwart Projects Pvt. Ltd.

  
Director

**AND WHEREAS**, the vendor has completed the flat/ apartment in all respect in terms of the agreement dated \_\_\_\_\_ to obtain Occupancy Certificate and after completion of the project BMC has issued **“OCCUPANCY CERTIFICATE” vide Letter No. \_\_\_\_\_ on dated \_\_\_\_\_.**

**AND WHEREAS**, the vendee being fully satisfied with the construction work and other connected documents required under the law in terms of building plan approved and occupancy certificate agreed to execute this deed of sale without any coercion rather in full state of mind.

**AND WHEREAS**, the above named Vendee expressed his/her desire to purchase an undivided proportionate share and interest in the said schedule property, measuring an area of Ac.0.\_\_\_\_ decimals (\_\_\_\_ Sqft.) out of the total Area- Ac.\_\_\_\_ decimals with **Flat No-** \_\_\_\_\_ in \_\_\_\_\_ **Floor, Block-**\_\_\_\_, Type-\_\_\_\_ BHK of the multi-storeyed building named “\_\_\_\_\_” with the building measuring \_\_\_\_\_ **Sqft** carpet area as per RERA assigned as including one car parking bearing No. \_\_\_\_\_, measuring \_\_\_\_\_ sq.ft.in the basement of the said apartment with proportionate impartible undivided right, title and interest in the land and in the common area and facilities in

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Director

the said project for a consideration money of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only as per concluded contract between the parties vide regd. Document No. \_\_\_\_\_, dated \_\_\_\_\_ registered in the office of the Sub-Registrar, Khandagiri, Bhubaneswar, wherein the total price break up mentioned in the agreement, application form, allotment letter or any written intimation are towards the cost of the flat and common areas only which includes garage/parking, electricity etc. charges charged if any will be treated as part and parcel of the common areas as per guidelines of ORERA.

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

1. In consideration of an amount of Rs. \_\_\_\_\_/- ( \_\_\_\_\_ ) only, the receipt of which the Vendor hereby acknowledges and admits and the Vendor hereby grant, transfer, convey, assign and assures unto the Purchasers the proportionate impartible undivided share in the land with building as set out in the schedule given above together with all rights, privileges, appendages and appurtenances attached there to. Resultantly the Purchasers shall enjoy and hold the

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Director

said proportionate impartible and undivided share in the land with the building absolutely and forever and the Vendor both hereby covenant that notwithstanding any act, deed or thing done by him, he has clear and marketable title over the land in question to grant and convey the proportionate interest in the land in favour of the purchasers, who shall at all times, hereafter 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 interest of the Vendor. The Vendor further states that he shall at all times here-after at the request and cost of the Purchasers executed or cause to be executed any further acts, deeds, conveyance, assurances for assuring the said proportionate impartible undivided interest in the land with the building as detailed and delineated in the schedule set out below in favour of the Purchasers and the Vendor, his heirs, successors shall at all times here after indemnify and keep indemnified the Purchasers against any loss, damage etc. if any suffered by the Purchasers

For Stalwart Projects Pvt. Ltd.



Director

by reason of any defect or deficiency in title of the Vendor or any breach of the declaration here-in-obtained.

2. The Vendor doth hereby declare that the property 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 land in question has not been notified under any notification issued under the Land Acquisition Act and there is also no scheme in contemplation or proposal for acquisition of the land for any purpose whatsoever.
3. The Vendor further state and declare that he shall at all times here-after indemnify the Purchasers against any claim or demand in respect of the undivided proportionate interest in the land and building here-under sold or conveyed if advanced by or at the behest of any 3rd party or any other person and shall make good any loss which the Purchasers may sustain or suffer by reason of any defect in the title of the Vendor or on account of any circumstances by which the title of the Purchasers may be affected or impaired in any manner.

For Stalwart Projects Pvt. Ltd.

  
Director



4. The Vendor further covenant that the Purchasers 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.
5. That, the Vendees hereby agrees that the cost of maintenance and repairs of common areas and facilities of the said complex shall be proportionately divided among all the flat owners of the units of the complex and the Vendees shall be liable for payment of common area maintenance (CAM) charges as may be due and payable in order to maintain the maintenance of the project and its facilities including the building, the common areas, the landscapes and other spaces, the parking lots/spaces, the infrastructure, works, fire-fighting and other systems and the common services and facilities including but not limited to security at the project which shall be in accordance with Bye-Laws of the Society/Association of the Owners.
6. That, the Vendees upon taking over the possession of the said flat/unit shall have no complain or claim

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Director

against the Vendor as to any item of work, quality of work, material, area/size of flat or any other ground whatsoever.

7. That, the Vendees are responsible and liable to pay and discharge all taxes, rents, charges and other outgoing payable to Revenue, Municipality, Urban, CESU, P.H.D., government and other authorities levied in respect of the property as mentioned in the schedule below.
8. That, the Vendees shall peacefully and equitable 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 Vendor or any of his heirs, successors, assigns and representatives or any other person.
9. That the Vendees are at liberty to use and enjoy the common areas and all other facilities provided therein the said apartment namely "STALWART PRIDE" like overhead tank, lift, common passage, staircase, etc. along with the other purchasers/flat owners of the said apartment and the Vendees will not create any sort of obstruction whatsoever in any manner and remain

For Stalwart Projects Pvt. Ltd.



Director

abide by the terms and conditions as an Apartment dweller.

10. The Vendees, her 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.
11. The Vendees are also at liberty to get his/her/their name mutated in the Government, Municipal Corporation, CESU, Revenue Departments etc. and all other records and pay the taxes, rents and charges in his/her/their names and obtain receipts thereof.
12. That, the Vendees shall not have any right to make any structural change/alternation 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 beauty and safety of the building or which may affect the right of other flat owners.
13. That, the Vendees shall not use the flat for any unlawful acts and shall not store inflammable/

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Director

explosives, hazardous goods and if it is found so, the other flat owners and Association /Society shall have the discretion to take the said flat owner to the Court of law. The Vendee/s is/are liable to form a association/society as per the local law for the time being in force and as per RERA and also are responsible to keep the flat free even from noise pollution and maintain the common areas which is to be handed over to the Association/Society.

14. Both the parties have fully understood the nature, content and purpose of the transaction as well as recitals spelt out in the different covenants of the indenture.

#### SCHEDULE OF PROPERTY

District-Khurda, P.S.-**Newcapital**, Hal P.S.-**Khandagiri**, P.S. No-**38**, Tahasil- **Bhubaneswar**, under the Jurisdiction of Sub-Registrar, Khandagiri, Bhubaneswar, **Mouza-Bhubaneswar Sahar Unit No.20 Jagamara.**

For Stalwart Projects Pvt. Ltd.



Director

KHATA NO.	PLOT NO.	AREA	KISSAM
1133/7642	1157	Ac.0.4230 dec.	Gharabari
	1158/3181	Ac.0.1650 dec.	Gharabari
1133/7230	1141	Ac.0.1020 dec.	Gharabari-II
1133/66	1146/2852	Ac.0.0620 dec.	Gharabari-I
	1145/2853	Ac.0.0460 dec.	Gharabari-I
1133/1954	1146	Ac.0.0460 dec.	Gharabari-I
	1145	Ac.0.0480 dec.	Gharabari-I

**Grand Total Area-Ac.0.8920 dec.**

The Area transferred in favour of the Vendee/Purchasers being the undivided impartible interest measuring Area Ac. \_\_\_\_\_ decimals i.e. \_\_\_\_\_ **Sq.ft.** as carpet area as per RERA and Ac. \_\_\_\_\_ decimals of land in common area. Total land area is **Ac.** \_\_\_\_\_ out of **Ac.** \_\_\_\_\_ decimals, as per SRO, Khandagiri, Bhubaneswar including terrace assigned as **Flat No-** \_\_\_\_\_ in **Block-** \_\_\_\_\_, \_\_\_\_\_ **Floor, Type-** \_\_\_\_\_ **BHK** including one parking in the integrated Basement floor and common area of the apartment named styled as “**STALWART PRIDE**” as per sketch map shown in red colour attached to this Sale Deed of the said apartment.

For Stalwart Projects Pvt. Ltd.

  
Director

**VALUATION**

(Ac. \_\_\_\_\_ Decimal) : Rs. \_\_\_\_\_/-  
Valuation of flat  
(\_\_ sq.ft. carpet area)

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Total :Rs. \_\_\_\_\_/-  
GST 12% :Rs. \_\_\_\_\_/-  
Total :Rs. \_\_\_\_\_/-  
(Rupees \_\_\_\_\_ only)

**FLAT BOUNDED BY:**

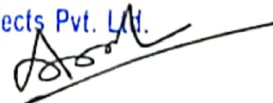
East - \_\_\_\_\_. West - \_\_\_\_\_.  
North-\_\_\_\_\_. South-\_\_\_\_\_.

**CERTIFICATE**

Certified that the Vendor do not belong to scheduled caste or schedule tribe community. The Vendee/s is/are not belonging to Scheduled Caste or Schedule Tribe Community.

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

For Stalwart Projects Pvt. Ltd.



Director

Further certified that the land in question is not a ceiling surplus land within the meaning of Urban Land (Ceiling and Regulation) Act, 1976 or the Orissa Land Reforms Act, 1965.

Further certified that the land in question is not a species of Endowment property within the meaning of Orissa Hindu Religious Endowment Act, 1951.

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:**

1.

Signature of the Vendor

2.

Signature of the Vendee

Prepared by me,  
Adv. Bhubaneswar

For Stalwart Projects Pvt. Ltd



Director