

SALE – DEED

THIS DEED OF SALE made on this the _____ day of _____, 202. (Two Thousand Twenty) at Bhubaneswar.

BETWEEN

..... **BUILDERS (P) LTD., (CIN NO:**) a Company registered under The Companies Act, 1956, PAN – and having its registered office at,,, District Centre, P.O./P.S. -, Bhubaneswar-pin....., Dist. - Khordha, Odisha, represented through its Managing Director **Sri Bandan Mohanty**, aged about 48 years, S/o – Late Khitindra Kumar Mohanty, by Caste - Karan, by Profession – Business, AADHAAR No.-_____, as GENERAL POWER OF ATTORNEY HOLDER for & on behalf of **(1) Smt. Bharati Roy**, aged about 60 years, W/o Late Partha Sarathi Roy, **(2) Smt. Tanushree Roy** aged about 38 years **(3) Smt. Debashree Roy**, aged about 33 years, both SI No.(2) & (3) are daughters of late Partha Sarathi Roy by all residents of HIG-10/5, OSHB Colony, Phase-1, At Post: Chandrashekherpur, Bhubaneswar, Odisha PIN: 751016, **(4) Sri Pradyumna Kishore Roy**, aged about 65 years S/O Late Bhupati Bhusan Roy, By occupation Retd. Govt. Servant, resident of LIC Colony, Maitri Vihar, Block-2, Core-C, Flat No:12, P.O: Rail Vihar, Bhubaneswra, Odisha, PIN: 751023, **(5) Sri Sanjay Sekhar Roy**, aged about 62 years, S/O Late Bhupati Bhusan Roy by occupation: Retd, resident of HIG-10/5, OSHB Colony, Phase-1, At Post: Chandrashekherpur, Bhubaneswar, Odisha PIN: 751016 all are by caste- Kayastha (Bengali) & **(6) Sri Bamadev Mohanty** aged about 82 years, S/o: late Madhusudhan Mohanty, By caste: Karan, By Profession: Retd. State Govt. Employee, resident of Tala Mali Sahi, Puri Town, Dist: Puri, Odisha, PIN:752002, vide Regd. General Power of Attorney bearing I.D. No. 1081908735 & Document No.11081908275 dtd.25.07.2020, & vide Regd. General Power of Attorney bearing I.D. No.1082117040 & Document No.11082116162 dtd.30.12.2021 registered before Sub-Registrar Office, Khandagiri, Bhubaneswar, (herein after called the "**VENDORS**" which expression shall mean and include their heirs, successors, executors, administrators, assigns and representatives) of the **ONE PART**. Mobile No.-_____

AND

Mr._____, aged about ___ years, S/o _____, by Caste - _____, by Profession - _____, resident of At - _____, P.O. - _____, P.S. - _____, Dist. - _____, Pin - _____, State - _____, AADHAAR No.- _____, PAN - _____, (here-in-after called the "**VENDEE**" which expression shall mean and include his heirs, successors, executors, administrators, assignees and representatives) of the **OTHER PART**. Mobile No.-_____

WHEREAS the Vendors are the absolute and lawful owners of the properties which is more fully described in the schedule below and the vendors are in peaceful possession over the same as absolute owners without any dispute and paying rent to the Govt. by obtaining up-to-date rent receipt thereof.

AND WHEREAS the vendors hereby declare that the scheduled properties are free from all encumbrances, litigation, disputes, liens, attachments and charges etc. and the vendors are in peaceful possession over the same having all rights, titles and interests etc.

AND WHEREAS the owners of the schedule of properties have given General Power of Attorney to the Attorney Holder **ARCHID BUILDERS (P) LTD.** represented through its Managing Director **Sri Bandan Mohanty** (hereinafter called the Builder/Developer) to construct apartment(s) over the schedule of properties.

AND WHEREAS the G.P.A. Holder of the vendors i.e. the Builder/Developer has got approved building plan from Bhubaneswar Municipal Corporation, Bhubaneswar to construct apartment over the said land in the name and style of "**project name.....**" vide Letter No.55472/dt.28.11.2022 in File No.MBP/BMC-02-0187/2020.

AND WHEREAS, the said project has also been duly registered with RERA vide ORERA Regd No _____ dated: _____

AND WHEREAS, as per the agreement executed between the land owners and developer, the complete house of the said apartment sold hereunder has fallen in the share of the Builder/Developer i.e. "**ARCHID BUILDERS (P) LTD.**" and we, the Vendors have no objection to sale the same to the present Vendee.

AND WHEREAS the above named vendee expressed her/his desire to purchase undivided proportionate impartible share and interest in the said schedule property measuring **Ac.0.____ decs.** together with the finished building measuring carpet area of _____ **sqfts** assigned as **Flat No.-____ (____ BHK)** on _____ **Floor** including garage/parking area of the said apartment more fully described in the schedule below with all hereditaments, easements and appurtenances for a sale consideration money of **Rs._____/-** (Rupees _____) only prior to execution of this Sale Deed, the receipt of which the vendors have acknowledged and hereby admit. That the vendors indemnify and save harmless from all losses, costs, expenses, disputes, litigation and encumbrances if the vendee sustain or to be put by reason of any defect in title to the property hereby conveyed.

The occupancy certificate (O.C) No.....dt.....have also been issued by the competent Authority (please insert the name of consent developing authority) w.r.t subject

property in accordance to the ODA Act 1982 read with Rule 2020 (copy of occupancy certificate attached).

The vendor's further covenants that the vendee is hereby delivered the peaceful physical possession on dt.....of the proportionate undivided impartible share in the land and building and he/she shall have right to 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 vendors. (Copy of the possession certificate attached).

That, the vendors hereby sell, convey, grant, transfer and assign all rights and claims to the use and enjoyment of the vendee, his heirs, successors, assignees and representatives etc. absolutely and forever.

That, the vendee shall have the rights to make interior decoration as per his choice and for this purpose can modify any inside structures of the flat without causing any damage to any other parts etc.

That, the Vendee shall have absolute right from today onwards to create mortgage, apply and to receive the loan from any financial/private/public/institutions by mortgaging this property and can raise loan or can sell or give Power of Attorney to anybody i.e. private, public, Govt., Trusts, company or any individual person.

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, TPCODL, P.H.D., Government and other authorities levied in respect of the property mentioned in the schedule below and such proportionate share shall be made by the Vendee on pro-rata basis and the same shall be conclusive, final and binding on the Vendee. The Vendee shall hereinafter develop the scheduled premises in accordance with the rules and regulations of the Bhubaneswar Development Authority, Bhubaneswar and Bhubaneswar Municipal Corporation, Bhubaneswar or any local authority so far as his undivided proportionate share and interest is concerned together with the other purchasers of similar interest at his own costs, expenses and responsibilities to the best satisfaction of such authorities.

That, the Vendee shall not be entitled to make any addition/alteration in the Flat hereby sold without the prior permission of the concerned authority and shall also abide by all the applicable laws, bye-laws, 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, it is hereby expressly agreed and understood between the parties hereto that, this Sale Deed is only in respect of the area allotted to the Vendee along with garage facility to park four-wheeler in the basement/stilt of the building. The Vendee shall only have the right, title

and interest over the proportionate undivided impartible portion of the building transferred herewith in his favour. The Vendee has also the right to enjoy common areas and facilities, such as parkings, lobbies, staircase, lift etc. with other co-owners as per the provisions of Apartment Ownership Act.

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 as the Rules to be framed there under & shall submit a declaration before the competent authority to be designated by the Govt, the similar owner of the apartment shall also frame bye laws pertaining to the matters specified under section 16 of Odisha Apartment Ownership Act. 1982 and every similar owner shall be bound to become the member of such association / society, The Odisha Apartment Ownership Act. 1982 & rules framed there under shall be binding on the vendee.

That, the vendee shall not use the flat hereby sold for storage of any hazardous, inflammable or obnoxious material or such heavy materials which are likely to affect the stability of the building or likely to cause any annoyance or inconvenience to the neighboring flat owners/occupants.

That, the Vendee shall maintain at his cost the flat 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 hereby sold, or any other portion of the building which is attributable to the neglect of the Vendee, he shall be liable to make good the same.

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 heirs, successors, assigns and representatives or any other person.

That, the vendee is at liberty to use and enjoy the common area and all other facilities provided therein the said apartment namely "**Project Name...**" and remain abide by the terms and conditions of an Apartment dwellers.

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.

The vendee, his heirs, successors, assigns and representatives shall use and enjoy the said property along with other co-owners with the undivided proportionate impartible share and interest peacefully without doing any harm or obstruction to other co-owners.

That, the expression "**VENDORS**" and "**VENDEE**" herein before used shall mean and include their heirs, successors, assignees and representatives also.

SCHEDULE OF PROPERTIES

Dist. - Khurda, Tahasil - Bhubaneswar, under the jurisdiction of District Sub-Registrar Bhubaneswar, P.S. – New Capital, Thana No: 22, Dist: Khurda, **Mouza – Patia**, Plot No: **403** (Four Hundred Three) Khata No.**493/38** (Four Hundred Ninety Three By Thirty Eight), **GHARABARI**, **Area Ac.0.500 decs.** (Five Hundred decimals) (Full Plot), Annual Rent – Rs.320.00 paise.

Dist. - Khurda, Tahasil – Bhubaneswar No.260, under the jurisdiction of District Sub-Registrar office, Khurda at Bhubaneswar, P.S. – New Capital, Thana No: 22, Dist: Khurda, **Mouza – Patia**, Plot No: **403/1972** (Four Hundred Three By One Thousand Nine Hundred Seventy Two), Khata No.**474/246** (Four Hundred Seventy Four By Two Hundred Fourty Six), **GHARABARI**, **Area Ac.0.240 decs.** (Two Hundred Fourty decimals) (Full Plot), Annual Rent – Rs.158.00 paise.

BOUNDED BY :

NORTH :

SOUTH :

EAST :

WEST :

Total in One Mouzas, Two Khatas, Two Full Plots, Total Area **Ac.0.740 decs.** (Seven Hundred Forty Seven decimals).

Out of which the proportionate, undivided impartible share transferred in favour of the Vendee is **A0._____ decs.** with the finished building measuring carpet area of _____ **sqfts** assigned as **Flat No.-_____ (____ BHK)** on _____ **Floor**, including garage/parking space of **“Project name.....”**. Annual Rent Rs.10/-.

COST OF FLAT (WITH BREAK UP AND DESCRIPTION)

Proportionate undivided impartible share Land Cost (for Ac. 0.0.....dec.)	:	Rs.	/-
Total price of flat on the carpet area _____sqft			
Rate of Apartment per sqft @ Rs._____including Garage/Parking area	:	Rs.	/-
GST, Registration charges, Stamp duty, other taxes As applicable	:	Rs.	/-
	Total :	Rs.	/-

(Rupees _____) only

DECLARATION

- We, the Vendors of the said property do not belong to Scheduled Caste or Scheduled Tribe Community.
 - I, the Vendee of the said property do not belong to Schedule caste or Schedule Tribe Community.
- The land hereby sold is neither publicly endowed.
- The land is not a Govt. leasehold land.
- The land is not covered under consolidation operation.
- The land is a land with building as per the Annexure.
- I, the Vendee do hereby declare that I have reasonably enquired and verified the documents relating to the right, title and interest of the Vendors and have purchased the property on payment of full consideration.
- We, the Vendors and the Vendee hereby declare that we, being read out the contents of the sale deed and being explained, have satisfied as about the correctness of the recitals of the same as true and correct, do hereby execute the Sale Deed with our clean volition without any duress, inducement, allurement or any kind of promise or extraneous influence on either or both part to sell and purchase the property.

IN WITNESS WHEREOF the vendors signed this the day month and year first above mentioned in presence of following witnesses.

WITNESSES:-

1.

VENDORS

2.

VENDEE

Drafted & Typed by me as per
Direction of the executant.
Prepared by me.

Advocate, Bhubaneswar.