

SALE DEED

This Deed of Sale is made on ____ day of _____ 2021
at Sambalpur

BY

M/s. ASSOCIATES INFRA DEVELOPERS PVT.LTD. a company
incorporated under the Indian Companies Act 1956, having its registered
office at Bishop's House, Ainthapali, Sambalpur, Odisha, Pin 768004,

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bearing CIN NO.U45400OR2010PTC028340, the irrevocable General Power of Attorney Holder of M/s.Gloria Credit and Commerce Pvt. Ltd., (Regd.GPA No. 1621102009, and 1621102000,dt.23.04.2011), M/s.Hansini Infrastructure Pvt. Ltd. (Regd. GPA No.11622001238, dt.10.06.2020), Jince Kurian, (Regd. GPA No.11622001234, dt.10.06.2020), M/s.BKD Infrastructure Pvt. Ltd. (Regd. GPA No.11622001204, dt.08.06.2020), M/s.Reliable Infra Design Pvt. Ltd. (Regd. GPA No.11622001237, dt.10.06.2020), represented through its **DIRECTOR** _____, **aged about ____ years, son of _____ by caste _____, by occupation _____, resident of At/P.O._____, P.S._____ Tahasil & Dist._____ PAN-_____, Aadhar No._____, Cell: _____**, duly authorized by the Board of Directors through the Board Resolution dt._____ hereinafter called the Vendor which expression unless-excluded by or repugnant to the context shall mean and include her heirs, successors, assignees and legal representatives etc) of the One Part.

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IN FAVOUR OF

_____, S/o. _____, aged about _____ years, by caste _____, by Occupation-_____, residence of _____, PO-_____, PS-_____ District-_____, Odish, Pin-_____, PAN-_____, Aadhar No. _____, Mob No. _____ (which expression unless-excluded by or repugnant to the context shall mean and include her heirs, successors, assignees and legal representatives etc) of the Other Part.

Nature of Deed : SALE DEED.

Consideration :

Rs.26,74,153/- (Rupees Twenty Six lakh Seventy Four thousand One hundred Fifty Three) only as per D.S.R. Office Bench Mark valuation

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but the contract amount is **Rs.**_____ (**Rupees**
 _____) only as agreed between the parties vide
 Agreement dated _____ on which stamp duty has been
 paid accordingly.

Whereas the vendor is the absolute owner of the flat/ premises and the undivided impartible proportionate share on the land running with the said flat/ premises along with all common facilities and amenities hereby sold and conveyed under this Sale Deed and hereinafter called the "Schedule Property" in short. Originally the schedule of property in its entirety belonged to Gloria Credit and Commercial Pvt. Ltd., M/s.Hansini Infrastructure Pvt. Ltd., Jince Kurian, M/s.BKD Infrastructure Pvt. Ltd. and M/s.Reliable Infra Design Pvt. Ltd. were issued in their names. While the said persons were in possession of their respective land with all right, title and interest they were approached by the Managing Director by Associates Infra Developers Pvt. Ltd. Sambalpur to develop the area for construction purposes of multistoried

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building, apartments,. and the land owners of the schedule properties over which the project will stand and commence verified the ability and feasibility of the said company and found unmatched experience of the company over construction work and agreed to their endeavour of initiating a house project with a vision of **GREATER SAMBALPUR KAUSHALYA** and execute agreement with the said land owners who after words constructed residential complexes by distributing the area in blocks such as, **KAUSHALYA BLOCK A & B**, over which apartments have been constructed with covers an area of **Ac.1.416 dec** or **61,681 Sqft.** which has been morefully described in Schedule-A below which includes the Block-**KAUSHALYA** and in this way the vendor has been possessing the schedule –A property peacefully and uninterruptedly having every right, title interest and possession in their favour.

And whereas The vendor has obtained permission from the Sambalpur Development Authority, Sambalpur to construct S+4 storeyed

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residential building over the scheduled land vide letter **No.252/SDA/ X-361/2019 dated 09.04.2021.**

And whereas the vendor has obtained the occupancy certificate from SDA vide Letter No. _____ dt. _____ towards the project of the residential apartment.

And whereas the vendor is now desirous to sale the schedule mentioned flat/ premises bearing **Flat No.** _____ in the _____ **Floor of APARTMENT KAUSHALYA BLOCK – A,** as more fully described in the schedule property (Schedule-B) for a total consideration is **Rs.** _____ (**Rupees** _____) only and the vendee is willing to purchase the same for the said consideration.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

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1. The Vendee has paid Rs._____ vide cheques in different installment in different dates & Rs._____ vide DD No._____ dt._____ drawn on _____, totaling Rs._____ to the vendor, receipt of which the vendor has acknowledged and hereby admit and the vendor hereby grants, transfer, conveys, assigns and assures unto the purchaser/vendee the proportionate impartible undivided share in the land in question with building as set out in the schedule given below together with all rights, privileges, easements, appendages and appurtenances attached thereto. Resultantly the purchaser/ vendee shall enjoy and hold the below mentioned proportionate impartible and undivided share in the land with the building absolutely and for ever and the vendor doth hereby covenant that notwithstanding any act, deed or thing done by them, they have a clear and marketable title over the land in question to grant and convey the proportionate interest in the land in favour of the

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purchaser/ vendee 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 with 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 hereafter at the request and cost of the purchaser/ vendee executed or cause to be executed any further acts, deeds, conveyances, 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 purchaser/ vendee and the vendor, his heirs, successors shall at all times hereinafter indemnified and keep indemnified the purchaser/ vendee by reason of any defect or deficiency in title of the vendor or any breach of the declaration herein-obtained.

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2. The vendor doth hereby declares 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 states and declare that he shall at all times hereafter indemnify the purchaser/ vendee 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

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good any loss which the purchaser/ vendee 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 purchaser/ vendee may be affected or impaired in any manner.

4. The vendor further covenants that the purchaser/ vendee is hereby delivered possession of the proportionate undivided impartible share in the land and building and they shall have right to exercise all possessor and proprietary rights without any objection from or by the vendor or any reason claiming any title under the vendor.
5. The main road/s leading through the project area and connecting the vacant and built up areas of the project along with power and water supply and other facilities and fixtures such as

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transformers, generators and other infrastructures , installations and facilities , open places etc. in common area will remain in sole ownership of vendor with the right of present flat owners to use the same freely , until the whole project is completed . The vendor can use the said road for further construction. The ownership will continue till he transfers to the Society on completion of whole project present and proposed. The proposed owner should also be a member of the society. The society will look after the maintenance of the common area from the users/Society on actual basis.

6. That, the purchaser/ vendee is responsible and liable to pay the discharge all taxes, rents, charges and other outgoing payable to Revenue, Municipality, Urban Electricity, PHED, Government and other authorities levied in respect of the property mentioned in the schedule below. That, the purchaser/ vendee is also responsible

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and liable to pay the statutory dues to the vendor like Service tax and Vat etc. at the rate fixed by the respective authority, over and above the purchase value of the property under this deed.

7. That, the purchaser/ vendee shall peacefully and equitably possess in common along with other purchasers/ 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 their heirs, successors, assigns and representatives or any other person.

8. That, the vendee/ purchaser is at liberty to use and enjoy along with the other purchaser / flat owner of the said apartment, the common areas and all other facilities provided therein the said apartment namely **KAUSHALYA BLOCK – A**, like over head tank, U/G water tank, common passage, roof, staircase, lift etc and also the facility/ies to be provided by the vendor in future in this

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apartment or outside the apartment within the project site, the vendee/ purchaser will not create any sorts of obstruction whatsoever in any manner and remain abide by the terms and conditions as an Apartment dweller.

9. The vendee/ purchaser his 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.

10. The vendee is also at liberty to get their names mutated in the Government, Municipal Corporation, Electricity Authority, Revenue Department etc. and all other records and pay the taxes, rents and charges in their names and obtain receipts thereof.

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11. That the vendees shall not have any right to make any structural change/ alteration in the said building causing deviation from the original planned plan, elevation, side and rear view 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 of the building or which may effect the right of other flat owners.

12. That the vendees shall not use the flat for any unlawful acts and shall not store inflammable/ 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 vendees are responsible to keep the flat free even from noise pollution.

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13. That the vendee/ purchaser shall use the parking place for 4 wheelers as will be allotted to him by the vendor in the common parking areas.
14. Besides the norms of this sale deed the vendee is bound to abide by all other terms and conditions of the sale Agreement executed by him with the vendor.
15. 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 and 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

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similar owners shall be bound to become the member of such association/ society. The Odisha Apartment Ownership Act 1982 and rules and bye-laws framed there under shall be binding on the vendee.

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

SCHEDULE OF PROPERTY
(SCHEDULE-A)DETAILS OF LAND

(Under the jurisdiction of DSR Office, Sambalpur)

Area of Apartment shall means the land covering **Ac.1.416 dec** comprising **61,681 Sqft.** on M.S.Khata No.433/882, Plot No.3123/4838, area Ac.0.200 AND M.S.Khata No.433/919, Plot No.3118 (P), area Ac.0.286, Plot No.3116 (P), area Ac.0.010 dec. AND M.S.Khata

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No.433/918, Plot No.3122/4876 (P), area Ac.0.125, Plot No.3121/4875, area Ac.0.180 AND M.S.Khata No.433/1091, Plot No.3119, area Ac.0.090 dec. AND M.S.Khata No.433/1081, Plot No.3120/4996, area Ac.0.050, AND M..Khaa No.433/1087, Plot No.3120, area Ac.0.140 dec., AND M.S.Khata No.433/1079, Plot No.3120/4994, area Ac.0.140 dec., AND M.S.Khata No.433/1113, Plot No.3124 (P), area Ac.0.025 dec., AND M.S.Khata No.433/1107, Plot No.3124/3971 (P), area Ac.0.030 dec., AND M.S.Khata No.433/1080, Plot No.3120/4995 (P), area Ac.0.140 dec., total area of the above Plots is Ac.1.416 dec. Consisting of 10 khata, 12 plots situated at Mouza – Sambalpur Town Unit No.12, Remed, District–Sambalpur, P.S.-Ainthapali, Tahasil–Sambalpur, under the Jurisdiction of District Sub-Registrar, Sambalpur.

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SCHEDULE –B
DETAILS OF FLAT

The undivided proportionate area transferred herewith along with framed structure residential FINISHED HOUSE bearing **Flat No.** _____ measuring built up area **1000 Sq.ft.(for example)** of Plinth Area in the **1,47,245 sq.ft. On the Third Floor** of the apartment namely **KAUSHALYA BLOCK – A**, with Vitrified tiles flooring, parking space in the stilt area and other common amenities.

THE FLAT IS BOUNDED BY:-

<u>North</u>	<u>South</u>	<u>East</u>	<u>West</u>

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**SCHEDULE-C - (ANALYSIS OF CONSIDERATION)
KAUSHALYA BLOCK - A**

Total land area over which the building under reference measuring an area of Ac.1.416 dec. or 61681 sq.ft.. So the valuation of the land is Rs.3,13,500/- per decimal or 435.6 sq.ft. as per govt. bench mark valuation. Hence total govt. value of the land is Ac.1.416 x Rs.3,13,500/- = Rs.4,43,91,600/-

Total built up area of flat is 1,47,245 sq.ft. has been constructed over Ac.1.416 dec or 61681 sq.ft. of land. Hence the vended land measuring an area of 61681 sq.ft. The impartible proportionate share of the purchaser over the land is 61681 sq.ft. of land divided by 1,47,245 sq.ft. of construction area X 1000 sq.ft. (vended flat) = 419 sq.ft. of land.

So the total valuation of the impartible proportionate undivided share of the purchaser over the land is 419 sq.ft. which comes to i.e. Rs.4,43,91,600/- divided by 61,681 sq.ft. X 419 sq.ft. =

Rs.3,01,553/-

Cost of the Flat/ premises constructed framed structure measuring 1000 Sq.ft. plinth area at the **Third Floor** of KAUSHALYA 'A' Block. @ Rs.1610/- per sq.ft.

Rs.16,10,000/-

Vitrified Tile flooring @ Rs.84/- per sq.ft. x 1000 sq.ft.

Rs.84,000/-

Sub-Total

Rs.16,94,000/-

Cost of govt. provisions for electricity/ water supply and sanitation (25% of cost of the flat/ premises)

Rs. 4,23,500/-

Cost of Parking & Amenities

Total Cost of Structure

Rs.21,17,500/-

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Add 12% GST	<u>2,54,100/-</u>	
Total Cost of Structure after GST		Rs.23,71,600/-
Total Value of flat including cost of land		<u><u>Rs.26,73,153/-</u></u>

The statutory dues service tax, VAT etc will be realized over and above the sale deed amount, as will be applicable.

CERTIFICATE

Certified that the vendor and vendee does not belong to Scheduled Caste or Scheduled Tribe community and as the restriction spelt out of the Odissa Land Reforms Act or the Regulation (ii) of 1956 has no applicability.

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

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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, 1956. Further certified that the land in question is not a species of Endowment Property within the meaning of Orissa Hindu Religious Endowment Act, 1951, qualifying to be registered under the Flat Registration system available in the Indian Stamp (Orissa Amendment) Act 2001 notified in the Orissa Gazette on 11th day of June 2008.

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PURCHASER

Drafted, as per the instructions of the parties, typed, read over and explained by me, the contents, the parties admitted the same to be correctly scribed and signed in the presence of witnesses.

Advocate

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